



## MORENO VALLEY UNIFIED SCHOOL DISTRICT

### PURCHASING

25634 Alessandro Blvd.  
Moreno Valley, CA 92553  
951-571-7500  
[www.mvusd.net](http://www.mvusd.net)

### BOARD OF EDUCATION

MARSHA LOCKE, ED.D.  
*President*

DARRELL A. PEEDEN, MPP  
*Vice President*

SUSAN SMITH  
*Clerk*

JESÚS M. HOLGUÍN  
*Member*

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MARTINREX KEDZIORA, ED.D.

### EXECUTIVE CABINET

MARIBEL MATTOX  
*Chief Academic Officer*

DR. ROBERT VERDI  
*Chief Human  
Resources Officer*

SUSANA LOPEZ  
*Chief Business Official*

*The mission of Moreno Valley  
Unified School District is to  
ensure all students graduate  
high school prepared to  
successfully enter into higher  
education and/or pursue a  
viable career path.*

July 1, 2021

Sunrise Produce Company  
Attn: David Sapia  
500 Burning Tree Rd.  
Fullerton, CA 92833  
[dsapia@sunriseproduce.com](mailto:dsapia@sunriseproduce.com)

RE: **Notice of Award of Contract**  
Moreno Valley Unified School District  
Delivery and Purchase of Fresh and Processed Produce  
Bid No: 20-21-18

Mr. Sapia,

Notice is hereby given that Moreno Valley Unified School District has awarded **Bid No: 20-21-18** for the attached unit prices. Before commencing on this contract, it will be necessary for you to complete, sign and deliver to us two (2) originals of each of the following documents enclosed with this notice:

- **Agreement** – initial all pages and sign
- **Insurance Documents and Endorsements**
- **Certificate of Worker's Clearance**

You should send all of those documents to the Purchasing Department, Attention Carmen M. Ochoa within five (5) business days after the date of this letter, since the District will not start sending you Purchase Orders to begin work until we receive those documents from you. Please be sure to obtain all of the necessary insurance required by those documents, and to notify your insurance carriers that copies of all notices and other documentation regarding this project should be sent to the District, Attention Purchasing, at 25634 Alessandro Blvd., Moreno Valley, CA 92553.

If you have questions or need further instructions relative to this project, please contact Carmen M. Ochoa at [cmocha@mvusd.net](mailto:cmocha@mvusd.net)

Sincerely,

Tanisha Grattan  
Purchasing Director

# THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100  
Riverside, CA 92507  
951-684-1200  
951-368-9018 FAX

## PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

### PROOF OF PUBLICATION OF

Ad Desc.: RFP NO. 20-21-18 Fresh and Processed Produce /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

**04/21/2021**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: April 21, 2021  
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

MORENO VALLEY USD  
25634 ALESSANDRO BLVD  
MORENO VALLEY, CA 92553

Ad Number: 0011456312-01

P.O. Number:

### Ad Copy:

Purchasing Department  
MORENO VALLEY UNIFIED SCHOOL DISTRICT  
13911 Perris Blvd., Bldg. "S"  
Moreno Valley, California 92553

### NOTICE CALLING FOR BIDS RFP NO. 20-21-18 Fresh and Processed Produce

NOTICE IS HEREBY GIVEN that the Board of Education of the Moreno Valley Unified School District is requesting bids for RFP NO. 20-21-18 Fresh and Processed Produce

All bids must be submitted on forms furnished by the District.

Companies interested in bidding can download appropriate bid documents from the Purchasing Department page on the District website: [https://www.mvUSD.net/apps/pages/index.jsp?uREC\\_ID=788153&type=d&pREC\\_ID=2086624](https://www.mvUSD.net/apps/pages/index.jsp?uREC_ID=788153&type=d&pREC_ID=2086624) ,

Bids must be delivered in sealed envelopes to the Purchasing Department, at the above address no later than **Tuesday, May 25, 2021, at 10:00 a.m.**

Each envelope must be clearly marked on the front with the bid name, closing time and date, and the bid number: RFP NO. 20-21-18 Fresh and Processed Produce

Requests for Clarification must be submitted by **Monday, May 10, 2021 at 4:00 p.m.** to Jessica Noriega, [inoriega@mvUSD.net](mailto:inoriega@mvUSD.net), Carmen Ochoa, [cmocha@mvUSD.net](mailto:cmocha@mvUSD.net), and Tanisha Grattan [tgrattan@mvUSD.net](mailto:tgrattan@mvUSD.net).

All bids must be quoted as delivered to the designated site. No additional freight, drayage, or labor charges will be permitted or allowed.

The Board of Education of the Moreno Valley Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of materials proposed.

Respondent will take all necessary steps to avoid the appearance of conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict.

No bidder may withdraw their bid for a period of ninety days (90) after the date set for the opening of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete bid component and cannot be altered in anyway.

Press-Enterprise: 4/21

**Attachments:**


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PO Report 17 - June 29 2021

**G.3.b. Contractual Agreements****Attachments:**


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Contract Listing 16 - June 29 2021

**G.3.c. Acceptance of Donations****Attachments:**


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Donation Report 16 - June 29 2021

**G.3.d. Declaration of Surplus Property****Quick Summary / Abstract:**


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Pursuant to Education Code Section 17546, and Board Policy and Administrative Regulation 3270 – Sale and Disposal of Books, Equipment and Supplies – the attached list of obsolete, non-functioning, and/or unsatisfactory property is deemed to be surplus and is to be disposed of or sold, as appropriate.

**Attachments:**


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Declaration of Surplus Property 16 - June 29 2021

**G.3.e. Authorization to Piggyback Alta Loma School District RFP No. 2020-21-02-CN Paper Products for the Purchase of Paper Items****Quick Summary / Abstract:**


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Staff is requesting authorization to purchase paper products through Alta Loma School District's piggyback RFP No. 2020-21-02-CN Paper Products on behalf of the Pomona Valley Co-op Purchasing Group from Sysco Riverside, Inc., Platinum Packaging Group, P&R Paper Supply Co., Interboro Packaging Corporation, and Individual Food service for the 2021-22 school year in accordance with Public Contract Code 20118.

Purchases will be paid from **Nutrition Funds**.

**G.3.f. Authorization to Piggyback Val Verde Unified School District RFP No. 2021/2022-02 for the Purchase of Milk, Dairy, Fruit Juice & Ice Cream Products****Quick Summary / Abstract:**


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Staff is requesting authorization to purchase milk, dairy, fruit juices & ice cream products from Driftwood Dairy through Val Verde Unified School District's piggyback RFP No. 2021/2022-02 for the 2021-22 school year in accordance with Public Contract Code 20118.

Purchases will be paid for from **Nutrition Funds**.

**G.3.g. Authorization to Purchase USDA and Commercial Food Products Through Pomona USD RFP No. 05(19-20)FN for Distribution of USDA Foods and Commercial Food Products****Quick Summary / Abstract:**


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The Moreno Valley Unified School District is a participating member of the Pomona Unified Collaborative which represents 19 school districts serving more than 280,000 meals daily. Pomona Unified School District acted as the lead agency for this RFP with the member districts named as a partner in the procurement process.

Staff is requesting authorization to purchase USDA and Commercial Food Products through Pomona USD **RFP No. 05(19-20)FN for Distribution of USDA Foods and Commercial Food Products** from Gold Star Foods, Inc., for the 2021-22 school year.

Services will be paid for from **Nutrition Funds**.

**G.3.h. Award of Request for Proposal No. 20-21-18 - Fresh and Processed Produce****Quick Summary / Abstract:**


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On April 13, 2021, the Board of Education authorized requests for proposals for fresh and processed produce in accordance with Public Contract Code 20111. Proposals were opened Tuesday, May 25, 2021, at 10:00a.m. Three (3) proposals were received and reviewed for responsiveness to specifications, cost and functionality. A summary of unit prices is attached.

Staff is requesting that the bid be awarded to the most responsive, responsible bidder, Sunrise Produce Company, for the attached unit prices.

Produce to be paid from **Nutrition Funds**.

**Attachments:**


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Award of RFP No. 20-21-18 - Sunrise Unit Prices

**G.3.i. Renewal of Bid No. 16-17-24 - Skylight Repair**

**Moreno Valley USD Minutes**  
**Regular Meeting of the Board of Education**

June 29, 2021 4:00 PM

Closed Session 4:00p.m. Open Session: 6:00 p.m. Moreno Valley Unified School District  
Board Room - Virtual 25634 Alessandro Blvd. Moreno Valley, CA 92553 Electronic Public  
Comments on Agenda will be accepted beginning at 2:00 p.m. on Tuesday, June 29, 2021,  
until 4:00 p.m. for closed session items and 6:00 p.m. for agenda items using  
<https://bit.ly/2wphQXs>

**Attendance Taken at 4:00 PM:**

Present:

Mr. Jesus Holguin  
Mrs. Claudia Jauregui  
Mr. Cleveland Johnson  
Dr. Martinrex Kedziora  
Dr. Marsha Locke  
Mrs. Susana Lopez  
Mrs. Maribel Mattox  
Darrell Peeden  
Mrs. Susan Smith  
Dr. Robert Verdi

**A. CALL TO ORDER**

Minutes:

The Board of Education opened the meeting at 4:00 p.m. to convene into Closed Session to discuss Public Employee Employment/Appointment; Public Employee Discipline/Dismissal/Release/Non-Reelects; Conference with Labor Negotiator; Conference with Legal Counsel - Existing Litigation; Conference with Legal Counsel - Anticipated Litigation; Settlement of Claims; and Superintendent Performance Evaluation.

**A.1. Roll Call**

Minutes:

Board of Education

Darrell A. Peeden, President  
Cleveland Johnson, Vice-President  
Jesus M. Holguin, Clerk  
Dr. Marsha Locke, Member  
Susan Smith, Member

District Administration

Dr. Martinrex Kedziora, Superintendent  
Maribel Mattox, Chief Academic Officer  
Susana Lopez, Chief Business Official  
Dr. Robert Verdi, Chief Human Resources Officer

Claudia Jauregui, Executive Assistant to the Board of Education



## **B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

Minutes:

There were no public comments for Closed Session items.

## **C. CLOSED SESSION**

Minutes:

The Board of Education convened into Closed Session at 4:01 p.m.

### **C.1. Public Employee Employment/Appointment Pursuant to Government Code 54957**

**Motion Passed:** Approved the Director III of Wellness and Community Outreach, Nadakia Neal. Passed with a motion by Dr. Marsha Locke and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

**Motion Passed:** Approved the Principal for Box Springs Elementary, Abeer Awad. Passed with a motion by Darrell Peeden and a second by Dr. Marsha Locke.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

**Motion Passed:** Approved the Principal for Creekside Elementary, Dr. Jaime Zepeda. Passed with a motion by Mrs. Susan Smith and a second by Mr. Cleveland Johnson.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

**Motion Passed:** Approved the Principal for Ramona Elementary, Michael McNutt. Passed with a motion by Mr. Cleveland Johnson and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

**Motion Passed:** Approved Elementary Principal, Dr. Selene Amancio, location to be determined. Passed with a motion by Mr. Jesus Holguin and a second by Mr. Cleveland Johnson.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden  
Yes Mrs. Susan Smith

**Motion Passed:** Approved the Facilities and Events Manager, Toby Bushee. Passed with a motion by Mr. Jesus Holguin and a second by Mr. Cleveland Johnson.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

## **C.2. Public Employee Discipline/Dismissal/Release/Non-Reelects Pursuant to Government Code 54957**

**Motion Passed:** Approved the Notice of Intent to Dismiss, and Statement of Charges for Classified employee # 200849. Passed with a motion by Mr. Jesus Holguin and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

## **C.3. Conference with Labor Negotiator Pursuant to Government Code 54957.6**

Minutes:

Represented Employee Group: Classified School Employees Association (CSEA); Agency Designated Representative: Chief Human Resources Officer and Chief Business Official

Represented Employee Group: Moreno Valley Educators Association (MVEA); Agency Designated Representative: Chief Human Resources and Chief Business Official

## **C.4. Conference with Legal Counsel - Existing Litigation Pursuant to Government Code 54956.9**

Minutes:

District Representative - Chief Academic Officer provided an update on one case: Office of Administrative Hearings: OAH Case Number 2021050597 and staff had discussion on one case.

## **C.5. Conference with Legal Counsel Anticipated Litigation Pursuant to Government Code 54956.9**

## **C.6. Settlement of Claims Pursuant to Government Code 54956.9(b)(1)**

**Motion Passed:** Approved settlement case #580800. Passed with a motion by Mrs. Susan Smith and a second by Dr. Marsha Locke.

Recuse Mr. Jesus Holguin

Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
No Darrell Peeden

Yes Mrs. Susan Smith

**Motion Passed:** Approved settlement case #20-21-02. Passed with a motion by Mr. Cleveland Johnson and a second by Mr. Jesus Holguin.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

### **C.7. Superintendent's Performance Evaluation**

Minutes:

Board of Education had discussion on the Superintendent's Performance Evaluation.

### **D. RECONVENE INTO OPEN SESSION**

Minutes:

The Board of Education reconvened into Open Session at 6:03 p.m.

#### **D.1. Roll Call**

Minutes:

##### Board of Education

Darrell A. Peeden, President

Cleveland Johnson, Vice-President

Jesus M. Holguin, Clerk

Dr. Marsha Locke, Member

Susan Smith, Member

##### District Administration

Dr. Martinrex Kedziora, Superintendent

Maribel Mattox, Chief Academic Officer

Susana Lopez, Chief Business Official

Dr. Robert Verdi, Chief Human Resources Officer

Claudia Jauregui, Executive Assistant to the Board of Education

#### **D.2. Report Out of Closed Session**

Minutes:

Board President Darrell Peeden reported that discussion and action was taken on Closed Session items: Public Employee Employment/Appointment; Public Employee Discipline/Dismissal/Release/Non-Reelects; Conference with Labor Negotiator; Conference with Legal Counsel - Existing Litigation; Conference with Legal Counsel - Anticipated Litigation; Settlement of Claims and Superintendent Evaluation. The board gave further direction to district staff and took action on the following:

Approved settlement case #580800 and approved settlement case #20-21-02.

Approved the Notice of Intent to Dismiss, and Statement of Charges for Classified employee # 200849.

Pulled Consent Agenda Item G.4.a.1. for a separate vote on following:

Approved the Director III of Wellness and Community Outreach, Nadakia Neal, approved the Principal for Box Springs Elementary, Abeer Awad, approved the Principal for Creekside Elementary, Dr. Jaime Zepeda, approved the Principal for Ramona Elementary, Michael McNutt, approved Elementary Principal, Dr. Selene Amancio, location to be determined, and approved the Facilities and Events Manager, Toby Bushee.

## **E. OPEN SESSION**

Minutes:

Recess 7:04 p.m. - 7:17 p.m.

### **E.1. Pledge of Allegiance**

Minutes:

The Pledge of Allegiance was led by Alexander Ramos., Student Intern and Class of 2020 Alumni from Vista del Lago High School.

### **E.2. Dates of Future Board Meetings**

Minutes:

Dates of upcoming board meetings were shared as follows:

July 20, 2021 - Regular Meeting

August 3, 2021 - Regular Meeting

September 14, 2021 - Regular Meeting

September 28, 2021 - Regular Meeting

October 12, 2021 - Regular Meeting

### **E.3. Superintendent's Report**

Minutes:

Dr. Martinrex Kedziora provided the Superintendent's District updates. Tonight I have several examples of people in our district who have demonstrated the 11 commitments, vision, mission, and goals. Each of these are important in establishing our district. Jacqueline Gomez, a senior graduate at Valley View High School, won the 2021 SoCalGas scholarship winner of \$5,000. She will be attending Duke University School of Medicine in the fall. More than \$235k in scholarships awarded to students in Central and Southern California students, \$55k in the Inland Empire. Adam Eventov speaks on behalf of the SoCal Gas Company Herculean in an effort to reach net-zero carbon emissions by 2045. \$500 million updates to its compressor station on the East end of Moreno Valley. Replacing older, prison-driven compressors with new cleaner turbine compressor engines. This adds solar power, electrolyzed to create hydrogen, and hydrogen vehicle fueling stations. Alexandra Hernandez-Torres is an 11th grader at Valley View High School. She received 2nd place for the Mark and Takano Congressional Art Show 2021. Her work will be printed, framed, and displayed in the Capitol. Congratulations. Commitment #1: Always start with WHY: "Please continue to reflect on why you are an educator. We know what we do, but why we do it is so much more important." Congratulations to Dr. Dunams for receiving her Doctor of Education degree from Azusa Pacific University. Commitment #5: Intend to be successful and collaborative: "Utilize your professional learning communities, continue to practice teamwork to solve problems in a successful manner." Thank you to our purchasing department team for making sure that things get delivered to our schools and for helping to

keep us safe. Commitment #5: Intend to be successful and collaborative: "Utilize your professional learning communities, continue to practice teamwork to solve problems in a successful manner." Jim Burleson, the director of transportation, wrote that his leadership team is blessed with the opportunity to experience courses that encourage personal growth and feed us with the knowledge and wisdom of celebrated educational leaders. The Professional Development and Digital Learning team, they have been incredible to work with. Dr. Buster has made every effort possible to ensure the success of our professional development sessions. Training and the work that is being done supports our 11 commitments to excellence on purpose.

Commitment #1: Always start with WHY: "Please continue to reflect on why you are an educator. We know what we do, but why we do it is so much more important." Nori Ann Wahl is a teacher at Butterfield Elementary who has been appreciated. She's been an active participant in the NPD grant and she is truly a shining star. She is a wonderful educator and our project and MVUSD are very fortunate to have her. Thank you Nor Ann Wahl.

Commitment #11: Have Fun: "Happy employees are much more likely to be motivated, have less stress, and perform better at their jobs. Mario Perez is the principal at Seneca Elementary and is voted to best cheerleader for their school.

Commitment #10: Enhance Community Through Action: "It takes a village to raise a child. Band together with your parent groups, staff, and students to take ownership of the goals of your school community." The Willard family remains committed to educating the youth of Moreno Valley. Tara Willard graduated Valley View High School in 2009 and is now a teacher there. Nicole Willard graduated VVHS in 2012 and is now a teacher at TownGate Elementary School. Hope Willard graduated VVHS in 2015 and is now a kindergarten teacher at Ridge Crest Elementary School. Dennis Willard has been in the MVUSD M & O Department for 32 years. Janet Willard is the secretary for Valley View High School and has been with the district for 32 years. We have our July 4th art contest winners. Jasmine Cortez is a 2nd grader at Ramona Elementary, she wrote "Hand in Hand, Together we Stand" and won 1st place. Autumn Soria is a 3rd grader at Ramona Elementary and wrote "My Home, Moreno Valley" she won 2nd place. Mason Pez is in kindergarten at Ridge Crest Elementary and won 3rd place. Congratulations to them.

RCOE fine arts spectacular announced its awards on June 1. Grace Hudgens is a senior at Valley View High School and was the high school finalist. Arlyne Aguayo is an 8th grader at Vista Heights Middle School won the innovative interpretation theme award. Malachi Elam is a 7th grader at Vista Heights Middle School won the originality award. Parmveer Singh is a 6th grader at Vista Heights Middle School and won the Judge's Favorite Award. We also have our middle school finalists all from Vista Heights Middle School: Stephanie Warapius, Sophia Gelleaga, Jayson Perez, Jonathon Perez, Jonathan Parra, Fayth Jackson-Doltson. We have our A.S.T.E.R.I.S.K. internship program which is an acronym for accelerating success through employment, responsibility, inspiration, skills, and knowledge. We have a total of 103 student interns participating in the program this year. They are amazing and we hope they continue to succeed. MVUSD adult education program awarded the promising practice award. Congratulations to the Moreno Valley Community Adult School for their Technology Bootcamp presented in coordination between CDE + CASAS + the California WIOA Title II: AEFLA program evaluation process. Hidden Springs Elementary will be awarded the character building award at the Friday night live awards. Congratulations to the principal Latrice Thomas. Cybersecurity on the rise in MVUSD. Landmark Middle School of Moreno Valley USD increases computer science enrollment by 43%. Parker Gentry: CEO skill struck recognized the Moreno Valley School District in a virtual platform this month. He said

"despite this being one of the most wild school years, these amazing administrators and educators truthfully changed the trajectory of their students' lives this past year. Shout out to Donna Woods and her whole team!" The computer science workforce today does not represent the diversity in schools. Hoping to shift that narrative. Moreno Valley USD developed a CS/Cyber Academic Pathway for their students. We offer a cyber academic pathway and CTE summer program. It is offered to 4th to 5th grades and 6th to 9th grades. Display of teen talk curriculum is offered to our students. You can contact Educational Services for more information and to schedule an appointment. Congratulations to Cleveland Johnson for receiving the living legacy award. Thank you to Dr. Marsha Locke for working with our district. She has served our district from 2018 to 2021. The Moreno Valley Unified School District Shines Brighter with Excellence on Purpose because of you. Thank you and farewell. The school board appreciates and thanks Dr. Locke for her contribution as a board member since 2018. She states, "I have enjoyed working with our amazing superintendent, Dr. Kedziora, my board colleagues, and the wonderful dedicated employees of our district. I know that my colleagues will continue to support Dr. Kedziora and the district vision. I am hopeful that a suitable candidate comes forward to fill my seat." Once again we like to thank you and we hope you continue to succeed.

#### **E.4. Staff Responses to Public Comments Made at Previous Meetings**

Minutes:

There were no staff responses to previous board meeting on public comments.

#### **E.5. Public Comments on Agenda Items**

Minutes:

There were no public comments on Agenda items.

#### **E.6. Public Comments on Non-Agenda Items**

Minutes:

Community member submitted information electronically:

1. Good evening, I'm calling in tonight to speak out in opposition to the new curriculum that the school board will be voting on on July 20. The name of that curriculum is called Teen Talk. Parents, please understand that this material is part of a broad list of similar and light minded, extremely controversial curriculum called comprehensive sexual education. This material has been promoted by Plan Parenthood, our federal government, and the UN. Comprehensive sex education is highly controversial rights based approach to sex education that encompasses a great deal more than just teaching children about sexual intercourse and human reproduction. Developed in the west, primarily in the United States, CSC is now being implemented in most countries around the world. CSC programs seek to change society by changing sexual and gender norms and teaching youth to advocate for their sexual rights. In my opinion, this curriculum fails to emphasize abstinence as the goal while simultaneously normalizing very high risk behaviors while totally undermining values and beliefs. Parents, grandparents, please go to [stopcsc.com](http://stopcsc.com) and inform yourself. There you'll find videos and lots of important information about why this curriculum does more harm than good. You can also go to another website called [sexedreport.org](http://sexedreport.org) and get a review that states in most cases when this curriculum was taught, that it failed to deliver on what it says it's trying to accomplish. On a 2019 reexamining, the evidence for comprehensive sex education in schools, the overall key finding was that out of 103 international school based

CSC studies, 60 in the United States and 43 outside of the US, only 6 found evidence of effectiveness improvement on a protective outcome, abstinence, condoms, pregnancy, or STDs twelve months after the program for the intended population without other negative effects. Only one of the 6 studies was by an independent evaluator, not the program's developer and the results have not been replicated. Parents please know that there is an opt out clause so tonight I'm encouraging the board when you do vote on this on July 20, I'm asking you to reject this. Parents inform yourself, speak up, speak out, and let your voices be heard. Thank you and good night.

Community member called in to speak during public comments:

1. Good evening my name is Sam Stager and I am the proud principal of Bear Valley Elementary and I wanted to take a couple of minutes to thank and congratulate Dr. Locke for her service to Moreno Valley's school, staff, students, and community. Dr. Locke embodies the public service you want to see in any elected official. School boards are some of the most impactful forms of government we have in our society. We all know other forms of government that seem to go on for years and years without doing anything impactful. This does not include school board members. School board members are directly and routinely in front of the community that they serve. What they do, has a direct effect on student's lives and a long-term impact on the communities that they serve. School boards' have to keep student learning as priority number one. Our school board does exactly that. Not all of our students walk through our doors with the same needs. Good school boards recognize this and allocate resources to address this. Our school board does exactly that. When you think about all the programs taking place in Moreno Valley, the construction, student successes, these are directly the results of the leadership of our school board, Dr. Kedziora, and our cabinet. The school board makes decisions that will affect students for decades. That takes leadership, vision, and the ability to justify those costs to members of the community who may not quite be on the same page as the school board. Dr. Locke's leadership, support, and vision are unquestioned. She's invested in this community and I know that she will remain so. I know that she cares deeply for Moreno Valley. She embodies the dignity, wisdom, and vision that we wish all of our electives have. She does not hesitate to engage in this community she serves and she always does what she feels is right for kids. On a personal level, I know that she is a supportive grandmother as well because my wife was fortunate enough to have her grandson Sage. I can tell you Sage is a super cool kid. Dr. Locke, on behalf of the management team and especially on behalf of site-level leadership, I want to extend a heartfelt thank you for your dedication, support, and leadership. You will be missed, we wish you all the best.

2. Good evening board, Dr. Kedziora, and guests. My name is Connie Pruett and I'm the president of MVEA. It's a sad day for Moreno Valley and our district as we have to say goodbye to Dr. Locke. The teachers and the students appreciate all you have done to protect us from this terrible virus. You supported the motion to remain in distanced learning back in December for the remainder of the school year. That lessened the anxiety felt by many of our members, students, and parents about coming back to school, and that was very much appreciated. We hope you will remain active in education as you are a gem has been in several roles across your career. We will miss you and think of you often. Thank you.



3. Good evening board and cabinet. I've come to you tonight to say goodbye to Marsha Locke. One of the hardest things I've had to do. Her leadership, wisdom, knowledge, and passion have been awesome for our district. I'm going to miss you. I know our chapter's going to miss you. You've taken their calls, responded to the community, and we couldn't have asked for a better board member that came out of the zone area you're from. I thank the zone for selecting you and I pray they give us the same wisdom and knowledge in the next leadership to represent our board. You didn't just represent your area but you represented everyone. You gave a 100% to everyone and it didn't matter what area they came out of. You took calls, communicated, took calls necessary for our district, and respected everyone. Your passion has been one of the greatest respects that I've had. You take the time out for everyone. I know our chapter is truly going to miss you. On behalf of the classified employees in this district, we thank you for your service, leadership, wisdom, and knowledge. We are truly going to miss you. I promise to come see you and join you wherever you. I thank you for the service that you gifted us with to the Moreno Valley Unified School district. Take care and I hope much success in your retirement.

## **F. PUBLIC HEARING**

### **F.1. PUBLIC HEARING - Special Education 2021-2022 Annual Budget Plan and Annual Service Plan**

**Motion Passed:** Opened the Public Hearing. Passed with a motion by Mr. Cleveland Johnson and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

**Motion Passed:** Closed the Public Hearing. Passed with a motion by Mr. Cleveland Johnson and a second by Dr. Marsha Locke.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

Minutes:

There were no public comments on the public hearing.

### **F.2. Approve Adoption - Special Education 2021-2022 Annual Budget Plan and Annual Service Plan**

**Motion Passed:** Approved the Special Education 2021-2022 Annual Budget Plan and Annual Service Plan as presented. Passed with a motion by Mr. Jesus Holguin and a second by Dr. Marsha Locke.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke

Yes Darrell Peeden  
Yes Mrs. Susan Smith

## **G. CONSENT AGENDA**

**Motion Passed:** Approved the following Consent Agenda items as amended:

Superintendent Items G.1.a. - G.1.c.

Educational Services Items G.2.a.

Business Services Items G.3.a. - G.3.l.

Human Resources Items G.4.a. - G.4.c.

Pulled consent items G.4.a.1. and G.4.c. for a separate vote. Passed with a motion by Mr. Jesus Holguin and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

**Motion Passed:** Pulled Consent item G.4.c. for a separate vote and approved agenda item G.4.c. as presented. Passed with a motion by Mrs. Susan Smith and a second by Mr. Cleveland Johnson.

Recuse Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

## **G.1. SUPERINTENDENT CONSENT ITEMS**

**G.1.a. Minutes of the Regular Meeting of the Board of Education of June 15, 2021**

**G.1.b. Minutes of the Special Meeting of the Board of Education of June 17, 2021**

**G.1.c. Minutes of the Special Meeting of the Board of Education of June 22, 2021**

## **G.2. EDUCATIONAL SERVICES CONSENT ITEMS**

**G.2.a. Conference Attendance**

## **G.3. BUSINESS SERVICES CONSENT ITEMS**

**G.3.a. Purchase Order List No. 17**

**G.3.b. Contractual Agreements**

**G.3.c. Acceptance of Donations**

**G.3.d. Declaration of Surplus Property**

**G.3.e. Authorization to Piggyback Alta Loma School District RFP No. 2020-21-02-CN Paper Products for the Purchase of Paper Items**

**G.3.f. Authorization to Piggyback Val Verde Unified School District RFP No. 2021/2022-02 for the Purchase of Milk, Dairy, Fruit Juice & Ice Cream Products**

**G.3.g. Authorization to Purchase USDA and Commercial Food Products Through Pomona USD RFP No. 05(19-20)FN for Distribution of USDA Foods and Commercial Food Products**

**G.3.h. Award of Request for Proposal No. 20-21-18 - Fresh and Processed Produce**

**G.3.i. Renewal of Bid No. 16-17-24 - Skylight Repair**

**G.3.j. Renewal of Bid No. 18-19-02 - Classroom Interactive Displays**

**G.3.k. Renewal of Bid No. 18-19-18 - Asphalt and Concrete Unit Price Bid - District-wide**

**G.3.l. Renewal of Proposal No. 17-18-09 - Managed Print Services**

#### **G.4. HUMAN RESOURCES CONSENT ITEMS**

**G.4.a. Managerial Personnel Report**

**G.4.b. Certificated Personnel Report**

**G.4.c. Classified Personnel Report**

#### **H. DISCUSSION/INFORMATIONAL ITEMS**

**H.1. Superintendent Discussion/Informational Items**

**H.1.a. Discussion on School COVID-19 Updates and In-Person Learning**

Minutes:

The Board of Education and Superintendent, Dr. Martinrex Kedziora to had a discussion on School COVID-19 Updates and In-Person Learning.

#### **I. ACTION ITEMS**

**I.1. Educational Services Action Items**

**I.1.a. Approve 2021-2022 Local Control Accountability Plan**

**Motion Passed:** Approved 2021-2022 Local Control Accountability Plan as presented.

Passed with a motion by Mr. Jesus Holguin and a second by Dr. Marsha Locke.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

**I.1.b. Second Reading and Adoption Board Policy and Administrative Regulation 6159 Individualized Education Program**

**Motion Passed:** Adopted Board Policy and Administrative Regulation 6159 Individualized Education Program, as presented. Passed with a motion by Dr. Marsha Locke and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

**I.1.c. Second Reading and Adoption Board Policy and Administrative Regulation 6159.1 Procedural Safeguards And Complaints For Special Education**

**Motion Passed:** Adopted Board Policy and Administrative Regulation 6159.1 Procedural Safeguards And Complaints For Special Education, as presented. Passed with a motion by Mrs. Susan Smith and a second by Mr. Cleveland Johnson.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden  
Yes Mrs. Susan Smith

**I.1.d. Second Reading and Adoption Board Policy and Administrative Regulation 6159.2 Nonpublic, Nonsectarian School And Agency Services for Special Education**

**Motion Passed:** Adopted Board Policy and Administrative Regulation 6159.2 Nonpublic, Nonsectarian School And Agency Services for Special Education, as presented. Passed with a motion by Mr. Cleveland Johnson and a second by Dr. Marsha Locke.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

**I.2. Business Services Action Items**

**I.2.a. Adoption of the 2021-22 Budget**

**Motion Passed:** Adopted the 2021-22 budget as presented. Passed with a motion by Mr. Cleveland Johnson and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

**I.2.b. Adopt Resolution No. 2020-21-86 - Education Protection Account (EPA) for Fiscal Year 2021-2022 - General Fund**

**Motion Passed:** Adopted Resolution No. 2020-21-86 as presented. Passed with a motion by Dr. Marsha Locke and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

**I.2.c. Resolution No. 2020-21-87 of the Board of Education of the Moreno Valley Unified School District Approving the Closure of Moreno Valley Community Learning Center as a Charter School**

**Motion Passed:** Approved Resolution No. 2020-21-87 as presented. Passed with a motion by Mrs. Susan Smith and a second by Dr. Marsha Locke.

Yes Mr. Jesus Holguin  
Yes Mr. Cleveland Johnson  
Yes Dr. Marsha Locke  
Yes Darrell Peeden  
Yes Mrs. Susan Smith

**I.2.d. Resolution No. 2020-21-89 of the Board of Education of the Moreno Valley Unified School District Approving the Closure of Moreno Valley Bridge Academy as a Charter**

## **School**

**Motion Passed:** Approved Resolution No. 2020-21-89 as presented. Passed with a motion by Mr. Cleveland Johnson and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

### **I.3. Human Resources Action Items**

#### **I.3.a. Variable Term Waiver for the English Learner Authorization (BCLAD) for the 2021-22 SY**

**Motion Passed:** Approved the 2021-22 School Year Variable Waiver request for the English Learner Authorization (BCLAD) as presented. Passed with a motion by Mr. Cleveland Johnson and a second by Dr. Marsha Locke.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

#### **I.3.b. Classified Managerial Job Description - Director III - Transportation**

**Motion Passed:** Approved the updated and revised job description title from Director II Transportation to Director III Transportation as presented. Passed with a motion by Dr. Marsha Locke and a second by Mrs. Susan Smith.

Yes Mr. Jesus Holguin

Yes Mr. Cleveland Johnson

Yes Dr. Marsha Locke

Yes Darrell Peeden

Yes Mrs. Susan Smith

## **J. FUTURE AGENDA TOPICS**

Minutes:

Peeden - Transportation department professional development

## **K. ACKNOWLEDGEMENT ITEMS**

### **K.1. Managerial Job Descriptions - Coordinator of Accountability and Assessment, Network Manager, School Information Systems Administrator, Systems Administrator**

Minutes:

Acknowledged the updated managerial job descriptions in Technology, Innovation and Assessment are being submitted for acknowledgment due to updating the position description and definition. These positions are now under the direction of the Executive Director, Technology, Innovation and Assessment. The revisions better reflect the work performed and more closely align with the duties and current practices of the District. The salary ranges remain unchanged as follows:

The salary ranges remain unchanged as follows:

Certificated Managerial Coordinator - Accountability and Assessment - Salary Range 12-6

Classified Managerial - Network Manager - Salary Range 16-5

Classified Managerial - School Information Systems Administrator - Salary Range 16-5

Classified Managerial - Systems Administrator - Salary Range 16-5

## **K.2. Classified Managerial Job Descriptions - Supervisor III - Transportation and Transportation Manager**

Minutes:

Acknowledged the updated managerial job descriptions, Supervisor III - Transportation and Transportation Manager due to updating the position description and definition. The revisions better reflect the work performed and more closely align with the duties and current practices of the District. The salary ranges remain unchanged as follows:

Classified Managerial - Supervisor III - Transportation - Salary Range 11-11

Classified Managerial - Transportation Manager - Salary Range 16-5

## **L. COMMENTS FROM BOARD MEMBERS AND SUPERINTENDENT**

Minutes:

Susan Smith

I went out with Dr. Kedziora and spent a couple of days visiting the schools to see the superintendent's summer learning academy. We went to elementary school, Moreno Valley High School, and at all levels, I noticed the students were engaged, well behaved, and learning. The teachers were doing a great job at whatever level they were at. A lot of high school students were trying to get ahead or make up some units. They were so excited to be there, together, and to see their friends again, especially the elementary students. It was a great experience to see those kids and to see how well they are doing. I'm happy we are reopening in the fall in person. Like I said, if you don't want to be in person in the fall, you have other choices. I'm glad to see that we will be back full-time in the fall with students and teachers. For those who are worried about their students who may have lost some learning this last year, I think they'll make it up. Students are very resilient, they learn fast and I think that those students who may have fallen behind will catch up. Teachers are aware of their needs as always in Moreno Valley. They will help them learn the things they need to know in their grade level. I would like to send a personal note that I am vaccinated, we are not requiring any vaccinations for staff and students but they are available for 12 years old and older. I would encourage you to get vaccinated.

Marsha Locke

I just want to say that it's been an honor to be a part of this team. For you to recognize me and say the things that you said, you would not understand how much it means to me. I've had low self-esteem my whole life and never thought anything was good enough. So no matter what I did, I would think I needed to do more. My whole goal with any job I've ever done is to add value. To add and contribute something to make things better. That's what I've tried to do every place I've been to. You never know if you've done that or not. You work hard, want to make a difference, and sometimes you never know if you've made that difference. Teachers always wonder what happens down the road after they teach their students in hopes that they've played a part in their growth. What you've done tonight was not about me, but us as a team. Dr. Kedziora, board members, cabinet, and every single employee have collaborated. We can't get anything done without collaborating. You'll do

more work working together than you'll ever do working apart. I just want to thank you for taking the time and it makes me feel good knowing that I have made a difference. I'm sorry to be leaving early but I will always still be here because I truly love being in this district and being around. Thank you, it's been an honor.

#### Jesus Holguin

I'm going to start my comments by referring to the LCAP budget. Thank you to Susanna and her entire team for putting the budget together and keeping an eye on the moving pieces taking place at Sacramento and the federal level. It has been an unusual year but every year is unusual. But this year has been even more with what is happening in the legislature and the governor. Keeping an eye on all those pieces and providing a comprehensive report takes a lot of effort. It was a very well presented report and I appreciate the work behind it. Thank you for aligning the budget with the LCAP in the strategic plan because that is important as well. Thank you to Mrs. Mattox and her team for putting the pieces together for LCAP. Earlier we talked about collaboration and engagement from the community. Thank you for explaining that to the public because that is important to know. That is something we need to remind the people of. We have many people involved in the community, including students. Student voice is critical, valuable, important, and something we need to continue listening to. I'm very pleased and thankful to Dr. Kedziora for always including students' voices in every district activity. One example is when he brought 9 students to speak in front of the Chamber of Commerce. They were very eloquent, open to comments, and have expressed how they feel about being included in district-level activities. That's a piece we need to emphasize, give them the opportunity to learn, experience, and open doors. Thank you again. I am so thankful and look forward to ways to support the superintendent and the entire team. We will continue to move forward in whatever surprises come. Dr. Locke, it has been an honor working with you. Thank you for your commitment, dedication, work, insights, and opinions. In the conversations that we've had, I've learned a lot from you. Thank you for your willingness to have those conversations. Mostly, I appreciate the opportunity to work side by side with you. I'm happy to hear you continue being an advocate for education. You have a lot more to give and tremendous passion. Congratulations and good luck to you in whatever you decide to do. I look forward to continuing to communicate with you. Thank you.

#### CJ Johnson

I remember when we first met Dr. Locke, we were in Palm Springs. At the time she was running for the school board position. I'll never forget that and how we became a team. We want to let you know how much we care for you. Thank you and good luck to you. We're not going to forget you. I want to take some time to say something about our financial lady. Susanna broke this thing down to make everyone understand. She's helped us build this great district financially. We also had another report from Mrs. Mattox. She has not let me down and made an extensive lengthy report. I want to say, Mr. Peeden, I don't know how long you studied this agenda but you did a wonderful job leading us tonight. I appreciate that and the participation of everyone on the board. Thank you.

#### Darrell Peeden

I don't deserve the credit to do an ok job at facilitating. It goes back to Mr. Holguin's comment in what we all believe here, you get real results when you allow young people to



have voices. I learned how to run meetings from my mentor, someone who took the time to give me a voice and a space to do this work. This is a result of an adult believing in me and giving me a stage. Hats off to you who do that on an everyday basis because the results are here. A lot has been on my mind as Dr. Locke leaves us. It's not every day that you get to work with a catalyst, a change maker. I think that Dr. Locke agrees that it's not just her, but us and what has been created through these years. "Do the best you can until you know better and once you know better, do better." That sums up the last couple of years. Anyone that thinks this is easy doesn't understand the work and collaboration we do. There's a lot of work that goes into this when decisions are made. We come out of it better because we're willing to listen, learn from each other, and do better. I know I've grown since I met all of you. I want to tip my hat to all of you for the work that you do. I'm not the greatest person in acknowledging someone's work but there is time to do that and it needs to be done. All of you invest time into all of your work. I say that you have all made an impact here. When you look at us all together, we have diversity. We all show up. I'm proud of what we've been able to accomplish this last two years. I'm hopeful that someone who fills Dr. Locke's spot has the passion, drive and ambition. We're going to be able to have a solid and collaborative team. I'm looking forward to that journey. Thank you.

#### Dr Kedziora

Dr. Locke, when I met you, I was new here. The thing I admire about Dr. Locke was that she was the assistant superintendent in Riverside Unified. There wasn't anything she couldn't do. She really tried to help kids and added value in every position she's had. I appreciate all she does and how much she helps others in her position. When you became a board member, you shared a lot of expertise and taught us a lot. Thank you for that. You did a great job. I want to thank the interns that helped with singing the song "Good Job". I want to thank those students because they did a beautiful job. It means a lot that you have that connection without even knowing it. When the students came up to the Chamber of Commerce and talked about me. To these young people, when I complement them, it means a lot. Being in a position in leadership gives a huge influence. Students want to know that they're doing good. At the last board meeting but people commented on our interactions. They said that the board listen, support, and understand each other. I'm glad to say that your legacy is one of collaboration, working together, and listening. It helps change the community because it shows power in the team and the voice. The students feel that power when you visit, go to our sites, and listen to them. It matters that you are there and your visibility is so important to people. Thank you for everything that you do. Dr. Locke, you showed us what good governance can be and that we all have a place in this process. I want to remind everyone that August 7 is our reunion day. That's a Saturday and there's an event at all of our schools. That evening, we will have a concert at Vista del Lago High School. We will make sure that we have as much community there as possible. I'm looking forward to this. I hope we are all present, there, and supporting our community. We need our students to know that we want them back in school. Dr. Locke thank you for everything. This has truly been the hardest day and hardest week.

#### **M. ADJOURNMENT**

Minutes:

With no further business to come before the Board of Education, the meeting was adjourned at 9:51 p.m.

## **PURCHASE AGREEMENT FORM**

THIS AGREEMENT, entered into this 1st day of July, 2021 in the County of Riverside of the State of California, by and between the Moreno Valley Unified School District, hereinafter called the "District", and Sunrise Produce Company, hereinafter called the "Bidder".

WITNESSETH that the District and the Bidder for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Bidder shall furnish all labor, materials, equipment, tools, and perform and complete all work required in connection with the purchase and delivery of **Bid No. 20-21-18 RFP Fresh and Processed Produce** in strict accordance with the Contract Documents enumerated herein below. The Bidder shall be liable to the District for any damages arising as a result of a failure to comply with that obligation.

**ARTICLE 2 - TIME OF COMPLETION:** Once the Bidder has received a Purchase Order, the Bidder shall deliver and install specified items to the specific locations as set forth on the Purchase Order on a mutually agreed upon date to be set on an order by order basis. This shall be called Contract Time. *Contract to take effect from July 1, 2021 through June 30, 2022.*

**ARTICLE 3 - CONTRACT PRICE:** The District shall pay to the Bidder as full consideration for the faithful performance of this AGREEMENT, the unit prices stipulated in the bid submitted and attached to the Notice of Award.

**ARTICLE 4 - EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of this Purchase Agreement, request any alterations, deviations, additions, or omissions from the Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void this Purchase Agreement, but the cost will be added to or deducted from the amount of the Contract Price, as the case may be, by a fair and reasonable valuation.

**ARTICLE 5 - TAXES:** The District shall pay the state sales tax and use tax if applicable. The federal excise tax is not applicable, as school districts are exempt therefrom. The District shall furnish the Bidder such tax certificates as may be required by the manufacturer or Bidder. Any applicable tax which may be imposed by any governmental agency prior to delivery of merchandise shall be paid by the District.

**ARTICLE 6 - NOTICE OF OBJECTION:** Notice is hereby given pursuant to Section 2207 of the Uniform Commercial Code of District's objection to all terms and conditions in addition to and different from these Terms and Conditions contained in any written acceptance or order confirmation which may be issued by Bidder.

**ARTICLE 7 - VARIATION BY AGREEMENT:** Any of these Terms and Conditions which may conflict with the normal operation of any provision of the Uniform Commercial Code shall constitute a variation by agreement and have precedence.

**ARTICLE 8 - DELIVERY:** All orders are to be delivered at the unit prices submitted. It shall be the responsibility of the Bidder to trace any merchandise lost in transit, and to seek damages from shipper for any merchandise damaged in transit he deems it in his best interest to do so.

**Tailgate Deliveries will not be accepted.** When product is ordered, delivered, and set in place, all shipping material shall be removed from site.

**ARTICLE 9 - DISTRICT'S INSPECTION:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Bidder from any obligation to fulfill this Purchase Agreement. Defective items shall be made good by the Bidder, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Bidder shall forthwith remedy such defect in a manner satisfactory to the District.

**ARTICLE 10 - REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Bidder who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

**ARTICLE 11 - CASUALTY TO GOODS:** Should loss or damage to the goods or any part thereof occur before District takes delivery and possession at the destinations stated in the Scope of Work, Bidder shall, at its option, repair or replace the goods or such part thereof as District demands at the destination at the same price stated in this Purchase Agreement.

**ARTICLE 12 - NON-CONFORMING GOODS:** From date of receipt and for a period of 30 days thereafter, District shall have the absolute right to reject any and all goods which fail in any respect to strictly conform to the functionality, requirements and intent of this Purchase Agreement and/or approved seller submittals, catalogs and bulletins, which right may be exercised by District at any time during this period regardless of any inspection, taking possession of, and payment for such goods by District, none of which acts shall constitute acceptance of such goods by District. Goods which fail to strictly conform to the functionality, requirements and intent (subject to the exceptions as agreed to) of this Purchase Agreement and approved seller submittals, catalogs and bulletins, may be accepted by District only by writing signed by District expressly stating District's acceptance of such goods. Bidder shall promptly remove all rejected goods at Bidder's sole cost and expense.

**ARTICLE 13 - RIGHT TO WITHHOLD AMOUNTS AND MAKE APPLICATION THEREOF:** The District may authorize to withhold a sufficient amount or amounts of any payment otherwise due to the Bidder, as in its judgment may be necessary to cover any defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

**ARTICLE 14 - TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement. All dates and times stated herein by which Bidder shall ship and deliver the goods to District within the Contract Time. Should Bidder fail to so adhere to any such date and time requirement or should District have good and reasonable cause to be insecure as to Bidder's ability to so adhere, and such delay in reasonable progress is caused by Bidder or by those for whom Bidder is legally responsible, then to that extent, District shall have the right to require Bidder, at Bidder's sole cost and expense, to work or cause to be worked overtime or premium time hours and/or to ship the goods by the most expeditious means available as reasonably determined solely by District.

**ARTICLE 15 - TERMINATION:** District shall have the right to terminate this Purchase Agreement in whole or in part at any time and without cause or for District's convenience by written notice to Bidder, and Bidder shall immediately cease work hereunder on receipt of such notice. If the goods identified in this Purchase Agreement are specially manufactured goods, and provided that Bidder is not in breach of any duty or requirement of this Purchase Agreement, District shall pay Bidder all actual costs of manufacturing all conforming finished goods in Bidder's possession or in shipment and goods in process of manufacture, including reasonable overhead cost as of the date of Bidder's receipt of notice of termination. If the goods are stock goods, rather than specially manufactured goods, and provided Bidder is not in breach of any duty or requirement hereunder, District shall only pay to Bidder its reasonable re-stocking cost(s). In no event shall District pay Bidder or be liable to Bidder for loss of any anticipated profits or consequential or incidental damages.

District may also terminate this Purchase Agreement for cause in the event of a default by Bidder. In such event, District shall not be liable to Bidder for any amounts, and Bidder shall be liable for, and shall hold District harmless from, any damages occasioned by the Bidder's breach or default. If it should be determined that the District has improperly terminated this Purchase Agreement for default, such termination shall be deemed to be for District's convenience.

In case of default by the Bidder, the District may procure the materials and supplies from other sources and may deduct the excess costs from any unpaid balance due the Bidder. The prices so paid shall be considered the prevailing market price at the time such purchase is made. The Bidder selling to the District will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, flood, strikes or acts of God as determined by the District.

**ARTICLE 16 - PATENT INDEMNITY:** Bidder warrants that it is fully vested with the right to sell and deliver the goods identified in this Purchase Agreement and that neither the sale of the goods nor their use by District or persons in privity with District shall infringe any patent, license or copyright. Bidder shall defend, save harmless and indemnify all entities listed as "District" in the Purchase Agreement and persons in privity with all entities listed as "District" in the Purchase Agreement from any and all claims, demands, judgments, liabilities, costs, fees and expenses, including attorneys' fees, arising out of and in connection with any breach of this warranty and any allegation that the sale and/or use of the goods identified in this Purchase Agreement infringes any patent.

**ARTICLE 17 - INDEMNITY:** The Bidder agrees to and does hereby indemnify and hold harmless the District and its Board of Trustees, officers, and employees from liability of any nature or kind on account of:

- A) Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under the Purchase Agreement;
- B) Liability for damages for (1) death or bodily injury to persons, (2) injury to property, (3) design defects or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Bidder or any person, firm or corporation employed by the Bidder upon or in connection with the work called for in the Purchase Agreement

except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

C) Any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including the District, arising out of, or in any way connected with the work covered by the Purchase Agreement, whether said injury or damage occurs either on or off District property, except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District.

D) The Bidder at his own cost, expense, and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District or the Board, its officers and employees, on any such claim or demand referred to in Paragraphs A), B), C) above and pay or satisfy any judgment that may be rendered against any of them.

**ARTICLE 18 – TERM OF AGREEMENT:** The minimum contract term is twelve (12) months from the date of this Agreement. Quoted prices must stay in effect for at least one year from the date of this Agreement. The initial term of the Agreement may be extended in the District's sole discretion for two (2) additional one year terms; however, the total term of the Agreement cannot exceed three years from the date of this Agreement in accordance with Education Code section 17596.

**ARTICLE 19 - DUTY TO COOPERATE:** Bidder shall fully cooperate with District in prosecuting or defending against any claim(s) against or by any third party(ies) the subject matter of which has to do with the goods identified in this Purchase Agreement.

**ARTICLE 20 - COMPLIANCE:** Bidder shall fully comply with all laws, rules, ordinances and regulations applicable to and affecting the manufacture, sale, shipment and delivery of the goods identified in this Purchase Agreement.

**ARTICLE 21 - NO ASSIGNMENT:** No assignment by the bidder of any contract to be entered into hereunder or any part thereof, or of funds to be received hereunder by the bidder, will be recognized the District unless such assignment has had the prior approval of the District and the surety (if applicable) has been given due notice of such assignment in writing and consented thereto in writing.

**ARTICLE 22 - GOVERNING LAW:** This Purchase Agreement shall be governed by the laws of the State of California.

**ARTICLE 23 - RIGHTS CUMULATIVE:** These Terms and Conditions are not intended and shall not in any way be construed to limit or restrict, the parties' rights and remedies at law and in equity, except as otherwise provided herein. Any failure or forbearance by either party to enforce any of these Terms and Conditions or any of its rights and remedies at law or in equity shall not constitute and shall not be asserted as a waiver or relinquishment of any rights and remedies under this Purchase Agreement, at law and in equity.

**ARTICLE 24 - FORCE MAJEURE:** In all events, contract dates for performance will be extended an equitable amount of time in the event of Force Majeure events which include for example: acts of God and the public enemy; labor related event including strikes; fires; accidents; or other events which are beyond Bidder's reasonable control.

**ARTICLE 25 - CONSEQUENTIAL DAMAGES:** In no event will District be liable for any incidental or consequential damages.

**ARTICLE 26 - INDEPENDENT CONTRACTOR:** The Bidder, while engaged in carrying out the terms and conditions of the purchase agreement, is an independent contractor and not an officer or agent of the District or District's Board.

**ARTICLE 27 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Purchase Agreement shall be deemed to be inserted herein, and this Purchase Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Purchase Agreement shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 28 - COMPONENT PARTS OF THE CONTRACT:** The Purchase Agreement entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Purchase Agreement as if herein set out in full or attached hereto:

- **RFP Documents and any Addenda issued.**

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 29 - PREVAILING WAGES:** If applicable, Bidder must comply with California Labor Code section 1720 et seq. and not pay not less than the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, including holiday and overtime work as well as employer payments for health and welfare, pension, vacation, and similar purposes.

**ARTICLE 30 - RECORD AUDIT:** In accordance with Government Code section 8546.7, records of both the District and the Bidder shall be subject to examination and audit for a period of five (5) years after final payment.

**ARTICLE 31 - NO MODIFICATIONS:** This Purchase Agreement may not be amended or modified except in writing signed by District and Bidder

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

## Certificate of Workers' Clearance

### NOTICE TO ALL BIDDERS AND SUBCONTRACTORS

Subject: Employment Clearance – Department of Justice

Background Clearance is now required for all School District employees and employees of outside contractors before they are permitted on any school site. Changes are a result of California Assembly Bills AB1610, Chapter 588, and AB1612, Chapter 589. **September 30, 1997, was the effective date for this legislation.** The following information is a summary of new legal provisions regarding employment processing of fingerprint cards through the California Department of Justice (CDOJ).

### OUTSIDE CONTRACT SERVICES – EMPLOYEES OF ENTITIES/BIDDERS, NEW REQUIREMENTS.

1. Requires California Department of Justice (CDOJ) clearance for employees of defined outside contractors (entity). (AB1610 – EC45125.1a)
2. Requires entity/contractor to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (AB1610 – EC45125.1e)
3. Requires entity/contractor to complete all requirements, including CDOJ clearance, prior to execution of contract. (EC45125.1g)
4. An entity/contractor having a contract as specified shall certify in writing to the Governing Board of the School District that none of the contractor's employees who may come in contact with pupils have been convicted of a felon. (EC45125.1f)
5. The entity/contractor shall provide a list of names of its employees who may come in contact with pupils to the Governing Board of the School District. (EC45125.1f)
6. Requires School District to provide relevant lists of entity/contractor employee names to the appropriate schools within its jurisdiction. (EC45125.1f)

The above requirements apply to all bidders and subcontractors providing services to the Moreno Valley Unified School District. All bidders are required by the School District to execute this form and submit it with their bid. All subcontractors are required to execute this form and submit it to the District prior to entering the Project site to start construction.

### CERTIFICATE

I/we hereby certify that Loewy Enterprises dba Sunrise Produce Company  
(Company Name & Trade)

is in compliance with the above requirements of AB1610 and AB1612. Attached is a list of employees from the company who may come in contact with pupils at any school site. These employees have either not been convicted of a felony, or they have received a certificate of rehabilitation and pardon under the Penal Code. I further certify that all subcontractors I may hire and who may come in contact with pupils comply with AB1610 and AB1612.

  
(Authorized Signature)

David Sapia  
(Print Name of Signer)

Date: 7/16/2021

President  
(Title of Signer)



Moreno Valley Unified School District

Susana Lopez

Chief Business Official

Signature

Dated:

7/19/2021

BIDDER:

Title

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)



LOEWENT-01

CFITZGERALD

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 1/21/2021

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).

<b>PRODUCER</b> Churchill & Associates Insurance Services, Inc. 31248 Oak Crest Drive, Suite 140 Westlake Village, CA 91361	<b>CONTACT</b> Kellie Shano NAME: PHONE (A/C, No, Ext): (805) 220-1174 FAX (A/C, No): (805) 220-1168 E-MAIL: kellie@churchillrisk.com ADDRESS:														
<b>INSURED</b> Loewy Enterprises, Inc. DBA: Sunrise Produce Company, Inc. 500 Burning Tree Road Fullerton, CA 92833	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nationwide Agribusiness Insurance Company</td> <td>28223</td> </tr> <tr> <td>INSURER B : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER C : PREFERRED PROFESSIONAL INSURANCE COMPANY</td> <td>36234</td> </tr> <tr> <td>INSURER D : GuideOne Mutual Insurance Company</td> <td>15032</td> </tr> <tr> <td>INSURER E : The North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide Agribusiness Insurance Company	28223	INSURER B : Great American Insurance Company	16691	INSURER C : PREFERRED PROFESSIONAL INSURANCE COMPANY	36234	INSURER D : GuideOne Mutual Insurance Company	15032	INSURER E : The North River Insurance Company	21105	INSURER F :	
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INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER: 1**

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CPP135939A	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP135939A	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLLISION \$ 3,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		TUU 0629589 08	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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 Y N/A	ON08790-03	1/20/2021	1/20/2022	<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
D	Excess Liability		560002350-00	11/1/2020	11/1/2021	Limit \$ 5,000,000
E	Excess Liability		522-807916-5	11/1/2020	11/1/2021	Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY PER THE ATTACHED ENDORSEMENT FORMS.  
 30 DAY NOTICE OF CANCELLATION / 10 DAY NOTICE FOR NON-PAYMENT

**CERTIFICATE HOLDER****CANCELLATION**

MORENO VALLEY UNIFIED SCHOOL DISTRICT  
 25634 ALESSANDRO BLVD.  
 MORENO VALLEY, CA 92553

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  


**Moreno Valley Unified School District**  
Nutrition Services Department  
25634 Alessandro Blvd.  
Moreno Valley, CA 92553



**REQUEST FOR PROPOSAL (RFP)**  
**RFP NO. 20-21-18 Fresh and Processed Produce**  
Includes procurement and delivery of fresh and processed produce items

All RFPs shall be on forms provided. RFPs received after the specified time will not be accepted and shall be returned to the company, unopened.

**RELEASE DATE:** April 21, 2021

**PUBLICATION DATES:** April 21, 2021 and April 28, 2021

**REQUEST FOR CLARIFICATION DEADLINE:** May 10, 2021 at 4:00 p.m.

**RFP DUE:** May 25, 2021  
TIME: 10:00 a.m.

**RFP AWARD:** June 29, 2021 \*Pending Board Approval

**REQUEST FOR PROPOSAL (RFP)**  
**RFP No. 20-21-18 Fresh and Processed Produce**  
Includes procurement and delivery of fresh and processed produce items

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**Purchasing Department  
MORENO VALLEY UNIFIED SCHOOL DISTRICT  
13911 Perris Blvd., Bldg. "S"  
Moreno Valley, California 92553**

**NOTICE CALLING FOR BIDS  
RFP NO. 20-21-18 Fresh and Processed Produce**

NOTICE IS HEREBY GIVEN that the Board of Education of the Moreno Valley Unified School District is requesting bids for RFP NO. 20-21-18 Fresh and Processed Produce

All bids must be submitted on forms furnished by the District.

Companies interested in bidding can download appropriate bid documents from the Purchasing Department page on the District website:  
[https://www.mvusd.net/apps/pages/index.jsp?uREC\\_ID=788153&type=d&pREC\\_ID=2086624](https://www.mvusd.net/apps/pages/index.jsp?uREC_ID=788153&type=d&pREC_ID=2086624) ,

Bids must be delivered in sealed envelopes to the Purchasing Department, at the above address no later than **Tuesday, May 25, 2021, at 10:00 a.m.**

Each envelope must be clearly marked on the front with the bid name, closing time and date, and the bid number: RFP NO. 20-21-18 Fresh and Processed Produce

Requests for Clarification must be submitted by **Monday, May 10, 2021 at 4:00 p.m.** to Jessica Noriega, [jnoriega@mvusd.net](mailto:jnoriega@mvusd.net), Carmen Ochoa, [cmocha@mvusd.net](mailto:cmocha@mvusd.net), and Tanisha Grattan [tgrattan@mvusd.net](mailto:tgrattan@mvusd.net).

All bids must be quoted as delivered to the designated site. No additional freight, drayage, or labor charges will be permitted or allowed.

The Board of Education of the Moreno Valley Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of materials proposed.

Respondent will take all necessary steps to avoid the appearance of conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict.

No bidder may withdraw their bid for a period of ninety days (90) after the date set for the opening of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete bid component and cannot be altered in anyway.

**1. GENERAL CONDITIONS AND INSTRUCTIONS:**

RFPs are requested for furnishing food products, from July 1, 2021 through June 30, 2022.

This RFP is being issued by Moreno Valley Unified School District. The School District is acting by and through their Governing Board request pricing for procurement and delivery of fresh and processed produce items. MVUSD will be referred to as DISTRICT in this RFP.

The following table provides a synopsis of the DISTRICT business. Attached you will find district maps and addresses. The awarded vendor will be provided with delivery sites; manager's name, telephone number, email and fax number.

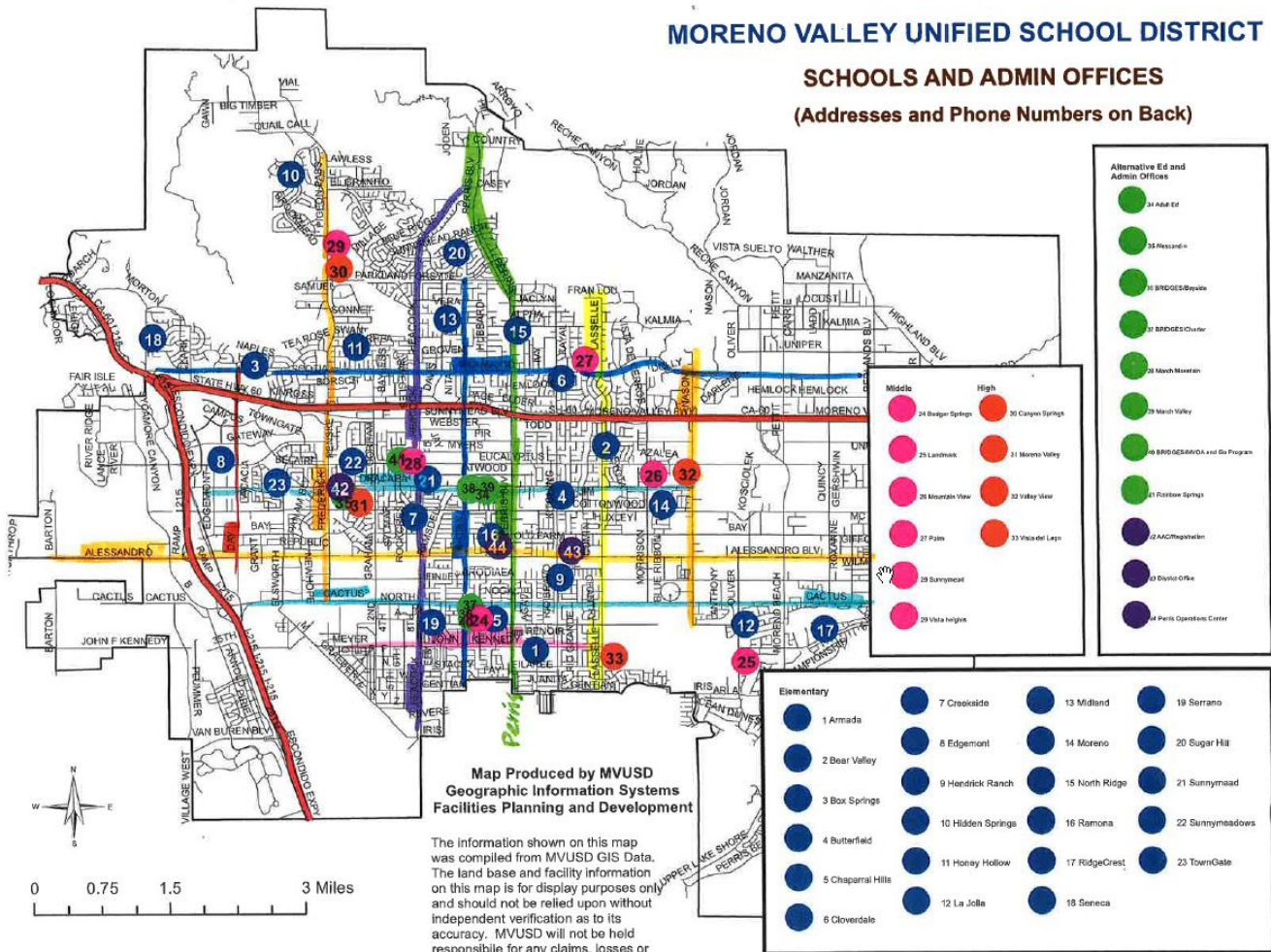
SCHOOL	NO. OF SITES	DELIVERY TIMES	DELIVERY DAYS	ACCEPTS NIGHT DELIVERY	KEY PROVIDED
6 - Middle Schools 4 - High Schools 1 -Central Kitchen	11	6:00 am to 10:00 am	Monday, Wednesday & Friday	No  *CK Emergencies ONLY	No

**CENTRAL KITCHEN: 24861 BAY AVENUE, MORENO VALLEY, CA 92553**

**\*Night deliveries may be accepted during emergency situations such as fire, floods, etc.  
The DISTRICT will determine what qualifies as an emergency event.**

# MORENO VALLEY UNIFIED SCHOOL DISTRICT

## SCHOOLS AND ADMIN OFFICES (Addresses and Phone Numbers on Back)





# MORENO VALLEY UNIFIED SCHOOL DISTRICT

## 2020-21 SCHOOL LISTING

MIDDLE SCHOOLS	HIGH SCHOOLS	SPECIALIZED
<b>BADGER SPRINGS</b> #236 24750 Delphinium Ave., 92553 571-4200 (20000) <b>Ruby Mejico, Principal</b> Temika Morris, Asst. Principal LaTarya Carter, Asst. Principal Lynnsey Huntsman, AAIAC Brenda Prieto, Secretary <a href="mailto:badgersprings@mvusd.net">badgersprings@mvusd.net</a> Fax # 571-4205 8:55 a.m. - 3:30 p.m.	<b>CANYON SPRINGS</b> #301 23100 Cougar Canyon Dr., 92557 571-4760 (31000) <b>Tamara Kerr, Principal</b> Christine Benton, Asst. Principal Sean Roberson, Asst. Principal Erica Melendrez, Asst. Principal Molly Macauley, AAIAC Sally Seja, Secretary <a href="mailto:canyonsprings@mvusd.net">canyonsprings@mvusd.net</a> Fax # 571-4765 7:00 a.m. - 3:10 p.m.	<b>ADULT EDUCATION (18+)</b> #401 13350 Indian St., 92553 571-4790 (64800) <b>Dr. Patricia Bazanos, Principal</b> Maria Lupercio, Secretary <a href="mailto:mvadult@mvusd.net">mvadult@mvusd.net</a> Fax # 571-4795
<b>LANDMARK</b> #241 15261 Legendary Dr., 92555 571-4220 (21000) <b>Rafael Garcia, Principal</b> Stephanie Williams-Mayrant, Asst. Principal Iesha Smith, Asst. Principal Diana Cobian, AAIAC Raiza Guillen, Secretary <a href="mailto:landmark@mvusd.net">landmark@mvusd.net</a> Fax # 571-4225 8:50 a.m. - 2:55 p.m.	<b>MORENO VALLEY</b> #302 23300 Cottonwood Ave., 92553 571-4820 (33000) <b>LaToysa Brown, Principal</b> Adrian Olguin, Asst. Principal Dr. Patrice Harris, Asst. Principal Vacancy, Asst. Principal Lizette Nava, Asst. Principal Marisa Brough, AAIAC Amelia Juarez, Secretary <a href="mailto:morenovalleyhi@mvusd.net">morenovalleyhi@mvusd.net</a> Fax # 571-4825 6:56 a.m. - 3:11 p.m.	<b>ALESSANDRO SCHOOL</b> #206 <b>Special Education (K-12)</b> 23311 Dracaea Ave., 92553 571-4510 (41000) <b>Vivian Cheng, Principal</b> Virginia Condit, Secretary Fax # 571-4515 TK/K 8:00 a.m. - 11:40 a.m. 1-5 8:00 a.m. - 2:00 p.m. 6-8 7:00 a.m. - 1:00 p.m. 9-12 7:00 a.m. - 1:55 p.m.
<b>MOUNTAIN VIEW</b> #234 13130 Morrison St., 92555 571-4240 (22000) <b>Jon Black, Principal</b> Marissa Smith, Asst. Principal Amanda Fernandes, Asst. Principal Nancy Parra-Ramirez, Secretary <a href="mailto:mtview@mvusd.net">mtview@mvusd.net</a> Fax # 571-4245 8:15 a.m. - 2:55 p.m.	<b>VALLEY VIEW</b> #303 13135 Nason St., 92555 571-4850 (34000) <b>Karen Johnson, Principal</b> Omar Marquez, Asst. Principal Christopher Hooper, Asst. Principal Maria Rivas, Asst. Principal Christopher Gilliatt, Asst. Principal Stacey Lerma, AAIAC Jose Gomez, Asst. Principal Janet Willard, Secretary <a href="mailto:valleyview@mvusd.net">valleyview@mvusd.net</a> Fax # 571-4855 6:56 a.m. - 3:04 p.m.	<b>MARCH MOUNTAIN</b> #401 24551 Dracaea Ave., 92553 571-4800 (32000) <b>Steve Quintero, Principal</b> Tamra Handysides, Asst. Principal (.5) Martha Alvarez, Secretary <a href="mailto:marchmtn@mvusd.net">marchmtn@mvusd.net</a> Fax # 571-4805 8:00 a.m. - 3:00 p.m.
<b>PALM</b> #242 11900 Slawson Ave., 92557 571-4260 (23000) <b>Dr. Mallanie Harris, Principal</b> Vacancy, Asst. Principal Akinlana Osonduagwuikwe, AP Berenice Powell, Secretary <a href="mailto:palm@mvusd.net">palm@mvusd.net</a> Fax # 571-4265 7:58 a.m. - 2:36 p.m.	<b>VISTA DEL LAGO</b> #304 15150 Lasselle St., 92551 571-4880 (36000) <b>Erik Swanson, Principal</b> Anthony Rice, Asst. Principal Kim Kruger, Asst. Principal Dana Dunams, Asst. Principal Angela Wolf, AAIAC Irene Ibarra, Secretary <a href="mailto:vdellagohs@mvusd.net">vdellagohs@mvusd.net</a> Fax # 571-4885 7:00 a.m. - 3:04 p.m.	<b>MARCH VALLEY SCHOOL</b> 24551 Dracaea Ave., 92553 571-4800 (32000) <b>Steve Quintero, Principal</b> Tamra Handysides, Asst. Principal (.5) Martha Alvarez, Secretary <a href="mailto:mvac@mvusd.net">mvac@mvusd.net</a> Fax # 571-4805 8:00 a.m. - 2:05 p.m.
<b>SUNNYMEAD</b> #238 23996 Eucalyptus Ave., 92553 571-4280 (24000) <b>Joseph Ochoa, Principal</b> Vladimira Chavez, Asst. Principal Marsha Bradley, Asst. Principal Antoinette Saldana, Asst. Principal Kenneth Carson, AAIAC Debbie Cancino, Secretary <a href="mailto:sunnymeadmid@mvusd.net">sunnymeadmid@mvusd.net</a> Fax # 571-4285 8:55 a.m. - 3:30 p.m.	<b>VISTA HEIGHTS</b> #227 23049 Old Lake Dr., 92557 571-4300 (25000) <b>Mark Hasson, Principal</b> Vacancy, Asst. Principal Rosario Grajeda, Asst. Principal Hilary Reynolds, AAIAC Jamie Johnson, Secretary <a href="mailto:vistahts@mvusd.net">vistahts@mvusd.net</a> Fax # 5714305 8:30 a.m. - 3:00 p.m.	<b>RAINBOW SPRINGS</b> #403 <b>Early Intervention Prog./SELPA</b> #402 23990 Eucalyptus Ave., 92553 571-4710 (64300) <b>Andrea Aragon, Principal</b> Claudia Gomez-Silva, Secretary <a href="mailto:rainbow@mvusd.net">rainbow@mvusd.net</a> Fax # 571-4715 A.M. Program 9:00 a.m. - 11:30 a.m. P.M. Program 12:30 p.m. - 3:00 p.m.
	<b>BAYSIDE COM. DAY CHARTER SCHOOL</b> #403 <b>@Bridges Learning Center</b> #402 24501 Cactus Ave. 92553 Bayside 571-7890 (39000) Charter 571-7890 (39000) <b>Philip Peebles, Principal</b> Theodore Brown III, Asst. Principal (.5) Rosemary Zapp, Secretary <a href="mailto:mvdc@mvusd.net">mvdc@mvusd.net</a> Fax # 571-7891 8:00 a.m. - 2:55 p.m.	<b>HEADSTART/PRESCHOOL</b> 25201 John F. Kennedy Dr., 92551 571-4716 (40166) <b>Jennifer Adcock, Principal</b> Elena Rico, Secretary <a href="mailto:erico@mvusd.net">erico@mvusd.net</a> Fax # 571-4717
	<b>MORENO VALLEY Online Academy/GO/ISP</b> #407 <b>@ Bridges Learning Center</b> 24521 Cactus Ave., 92553 571-4970 (38000) <b>Philip Peebles, Principal</b> Theodore Brown III, Asst. Principal (.5) Rosemary Zapp, Secretary Fax # 571-4975	

Revised 4/7/2021

- A. The DISTRICT reserves the right to purchase more or less of the units specified.
- B. Proposals: RFPs shall be written in ink or type written. Send to Moreno Valley Unified School District, Purchasing, 13911 Perris Blvd, Bldg. "S" Moreno Valley, CA 92553. Proposals are to be verified before submission, as they cannot be corrected after RFPs are opened. RFP opening will be non-public. The signatures of all persons signing shall be in longhand. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge.
- C. **Pricing shall be entered into Table 1 and submitted with proposal on a data storage device in excel format. Electronic storage devices will not be returned.**
- D. Addenda or Bulletins: Any addenda or bulletins issued by the DISTRICT during the time of RFP processing to the Vendor for the preparation of this RFP shall be covered in the RFP and shall be made part of the contract. Addenda or Bulletins will be posted on Moreno Valley Unified School District's website with the original RFP.
- E. Withdrawal of RFPs Prior to due date: Any Vendor may withdraw his RFP, either personally or by a written request, at any time prior to the scheduled due date.
- F. Withdrawal of RFPs after due date: A Vendor may not withdraw his RFP for a period of sixty (60) days after the due date.
- G. Interpretation of Documents: If any person contemplating submitting a RFP for the proposed contract is in doubt as to the true nature of any part of the RFP documents or finds discrepancies, in or omissions from, he/she may submit to [jnoriega@mvusd.net](mailto:jnoriega@mvusd.net), [cmochoa@mvusd.net](mailto:cmochoa@mvusd.net), and [tgrattan@mvusd.net](mailto:tgrattan@mvusd.net) a written request for an interpretation or correction hereof. Requests must be received by May 10, 2021 at 4:00 p.m.. Any interpretation or addendum duly issued by the Purchasing Department be posted on the Moreno Valley Unified School District's website with the original RFP. The DISTRICT will not be responsible for any other explanation or interpretation of the RFP documents.
- H. Award or Rejection of RFPs: The award of the contract, if made by the DISTRICT, will be to the lowest responsive and responsible Vendor. Product quality, student acceptability of product and dependable service will be main factors in the determination of this award. It must be clearly evident that a Vendor is capable of promptly delivering all items on the RFP list. A Vendor's past delivery and performance practices relating to any previous and existing contracts will be examined. Vendors who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award. This RFP will be awarded to one vendor. The DISTRICT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the DISTRICT. The DISTRICT reserves the right in its absolute discretion to accept RFPs as deemed necessary for the best interest of the Nutrition Services Department. The DISTRICT may take into account the performance of the Vendor with

respect to any recent contract(s) with the DISTRICT and other school districts. The Governing Board of the DISTRICT, reserves the right to reject any one or all RFPs, to waive any informalities in the RFPs or in the process, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever RFP is deemed to be the lowest responsible RFP MEETING ALL THE CRITERIA SPECIFIED IN THE RFP. All Vendors will be notified in writing of the award.

**2. TERM OF AGREEMENT:**

The term of this agreement will be from July 1, 2021 through June 30, 2022.

**3. CONTRACT RENEWALS:**

If mutually agreeable, the DISTRICT reserves the right to renew the contract for a period of two (2) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the DISTRICT. Such renewal will be made by notifying the Vendor in writing, thirty (30) days prior to the expiration of the contract.

**4. PRICING:**

- A. Pricing for items listed is to be firm for the period of July 1, 2021 through June 30, 2022.
- B. All proposals must be quoted as delivered to the designated sites. No additional freight, labor or fuel surcharges will be permitted or allowed.
- C. Prices must be listed for the pack size as listed on the items list.
- D. In the event of severe market changes, a price escalation may be requested to the DISTRICT No later than fifteen (15) days prior to the price change. Any request for escalation in price shall be in writing, and include written proof of cost increases or other justification supporting the request for the escalation. Justification must be based on documents approved by the DISTRICT. The DISTRICT reserves the right to cancel any contract if price escalation is unacceptable, and to solicit other Vendors for any part or portion of the RFP.
- E. Geographic preference: the DISTRICT reserves the right to purchase up to 15% of their produce from local farmers. The DISTRICT has the discretion to determine the local area to which the geographic preference option will be applied.

5. **QUANTITIES:**

The DISTRICT DOES NOT GUARANTEE THAT ALL ITEMS OR QUANTITIES SHOWN ON THIS BID WILL BE PURCHASED. Any quantities specified in this bid are estimates only. Quantities are subject to change in order to meet the needs of the District as well as individual school needs. No minimum order requirements may be imposed or will be allowed. All prices quoted must be firm for not less than one year from award of bid.

The DISTRICT shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

6. **“PIGGYBACK” CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

The MORENO VALLEY UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the district as provided in said Code Sections.

Any school district and the awarded Proposer (s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

7. **PREPARATION OF RFP:**

- A. The RFP must be signed in the name of the company and be in longhand of the person authorized to sign the RFP.
- B. Prices must be in ink or typewritten. No pencil figures permitted.
- C. Erasures or Alterations: All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the RFP. Any change of the printed portion of the RFP form itself constitutes alteration and is cause for immediate rejection of the RFP.

**8. SANITATION PRODUCT QUALITY:**

All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and plant shall meet state and county health department requirements to assure clean, sound, and sanitary products. A copy of the Vendor's Food Safety Plan and Health inspection reports are required. Third party inspection of the facility is recommended.

Food Products shall be handled on Vendor's premises under such controlled temperatures and conditions as are required by state and local statutes and regulations. The DISTRICT shall have the right to inspect Vendor's premises without prior notice, it being agreed that the Vendor's full compliance with all legal requirements is of the essence of this Agreement and that the Vendor's failure to abide by such legal requirements shall result in the termination of the Agreement. Moreover, the Vendor agrees to immediately inform the DISTRICT in writing of the result so any inspection of its premises and food preparation locations by governmental inspectors or others which resulted in other than an "A" rating and of any claim by any party that food products of any nature provided by the Vendor resulted in sickness, death or other injury to the claiming party.

**9. PRODUCT QUALITY:**

The Vendor agrees to present Food Products purchased by the DISTRICT in an appealing and appropriate manner. Vendor shall be responsible for quality control with respect to the Food Product to assure consistent quality of Food Products served to individual consumers. In connection therewith, the Vendor shall comply with the regulations established in Section 113700 *et seq.* of the California Health and Safety Code. Cold food must be delivered at 41° degrees or less upon delivery. The DISTRICT shall have the right to reject any or all food products furnished to the DISTRICT which in its opinion do not meet standards of quality and/or proper temperature.

If it becomes necessary during the term of this contract to test any food product for ingredient content, wholesomeness, food borne bacteria, contamination or other cause, the Vendor will be responsible for any cost incurred by the DISTRICT for this. The cost will be deducted from the balance in accounts payable due to the Vendor.

All products must follow the specifications as indicated. All products must be fresh and U.S. Grade 1 or better unless otherwise specified. All processed vegetables should be sealed in airtight plastic bags. In the event of off flavor, damage, or otherwise unusable product, provisions must be made for pick up, exchange, and issuance of proper credit.

**10. PRODUCT FORMULATION REQUIREMENTS:**

Required Documents for each Product:

- A. In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder shall be required to provide, electronically, a complete nutritional analysis of all processed products including Nutrition Fact Label and/or Product Formulation Statements. USDA Food Fact Sheets are acceptable for unprocessed produce.

- B. Nutrition Facts Panel. Required nutritional information: weight of product, total calories, total fat, saturated fat, trans-fat, cholesterol, protein, carbohydrates, calcium, iron, fiber, vitamin A, vitamin C, sodium.
- C. All processed foods should not contain artificial trans fats.
- D. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.
- E. In order to meet the fruit and vegetable requirements whole fruit and vegetables and processed packaged fruit and vegetables must meet the ½-cup requirement.
- F. Contractor shall notify Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

11. **CODING:** The date of production must be clearly stamped on each case or unit.

12. **PACK:** If a pack is other than stated on the proposal, Vendor shall specify pack.

13. **PRODUCT SUBSTITUTIONS:**

The DISTRICT will not allow substitutions without prior approval. In the event contractor is Unable to deliver an item as specified in this contract, notification of shortage must be made by electronic mail or verbally via telephone at least 72 hours prior to scheduled delivery to the Nutrition Services Department. An equal or better substitute product must immediately be made available to the DISTRICT for approval and subsequent distribution to the cafeterias, at no additional charge to the DISTRICT for product, freight, or redelivery. When substitutions do occur, Contractor shall provide nutritional statements, ingredient listings and the product formulation statement of the replacement product to the Nutrition Services Department.

14. **PLACEMENT OF ORDERS & LEAD TIME:**

Orders shall be issued directly to the vendor commencing from proposal award (July 1, 2021 through June 30, 2022). Vendor shall issue order confirmations via email immediately following placement of order. Order confirmations must include order number, delivery date, ordered by, ordered date, purchase order #, billing address, shipping address, item #(s), item description, items price, quantity ordered and total amount. Lead time procedures will be mutually agreed upon between vendor and the DISTRICT.

**15. DELIVERY:**

- A. Successful Vendor agrees to make deliveries, as requested by the DISTRICT Nutrition Services Department. All prices offered by the proposers must include onsite off loading and inside delivery.
- B. Vendor agrees to furnish and deliver at all times during the period of the contract, upon request of the Director of Nutrition Services or his/her designee, the items which may be awarded to the Vendor, in such amounts and quantities as ordered and within the specified delivery schedule.
- C. All products are to be delivered in refrigerated trucks and placed in a refrigerator, freezer or dry storage areas.
- D. The maximum speed limit for any vehicle on school campuses is 10 MPH. The Vendor will ensure that all employees are informed of this limit before entering a school campus. Employees of the Vendor who are found to exceed this limit may be banned from school property. Delivery vehicles shall be of size to safely navigate delivery area and not require loading docks for delivery.
- E. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the proposer.
- F. Credit will be required on unused products delivered with less than seven (7) days to expiration.
- G. A legible delivery receipt signed by the Nutrition Services personnel must accompany each delivery.

**16. PRODUCT SAMPLES:**

- A. Product samples may be requested by the DISTRICT and must be provided at no cost to the DISTRICT. Samples must be the exact item that the Vendor proposes to furnish and in the same packaging in which they will be delivered if the Vendor is awarded the contract. Samples will be used in testing and will not be returned.
- B. Samples will be taste tested for freshness and quality. Poor quality samples will be considered as a failure to meet RFP specifications (including production formulation).
- C. Failure to submit samples on the date and time requested will invalidate the RFP.

**17. ACCOUNTING:**

Invoices shall be furnished in triplicate and include purchase order number, delivery site, item number, item description, quantity, unit size, and unit price. One copy is to be kept by the distributor.

- A. The original invoice must be signed by the individual receiving the merchandise and is to be left for the cafeteria manager along with a copy. An invoice signed by the cafeteria manager or designee is required in order for the invoice to be processed for payment.
- B. Statements for all goods purchased within a calendar month shall be on an individual school basis.
- C. Statements shall be submitted no later than the fifth day following the close of each calendar month.
- D. Statements shall be addressed to the DISTRICT Nutrition Services Department.
- E. The DISTRICT will pay for goods on a monthly basis. The DISTRICT agrees to pay all such monthly summary invoices (less any credits to which it may be entitled) within thirty (30) calendar days of receipt of each monthly statement provided. Should the payment date fall on an official holiday observed by the State of California or on a weekend, the payment shall be due on the next business day after such holiday or weekend. DISTRICT will not be charged a late fee.

**18. PRODUCT RECALLS:**

- A. The Contractor shall bear all costs incurred by the DISTRICT resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the DISTRICT. Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the DISTRICT.

**19. WEIGHTED FACTORS:**

The vendor should:

- A. Have been in the produce business or provided delivery of produce to schools for not less than one (3) years prior with satisfactory quality and service.
- B. Have refrigerated truck(s) and must be able to provide delivery to all district locations assigned at a time convenient to the district, as noted in the RFP package. This is to include special deliveries when required.
- C. Past performance will be evaluated and could subject an RFP to be rejected.



A Vendor that is awarded the DISTRICT business for the first time will be on trial during the first year. The awarding of any additional business or the continuation of the trial arrangement will depend upon the evaluation of the first years' service.

**20. TERMINATION:**

- A. Failure on the part of the successful Vendor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) days written notice to the other party.
- B. The DISTRICT reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service, unsatisfactory product; or upon annual review of weighted factors, performance of service and/or provision of quality product.
- C. The DISTRICT shall hold the successful Vendor liable and responsible for all damages which may be sustained because of failure to comply with any conditions herein. If the successful Vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the DISTRICT may purchase the items herein specified elsewhere, without notice to the successful Vendor. Additional costs accrued by the DISTRICT through this purchase may be deducted from unpaid invoices or must be paid to the DISTRICT by the successful Vendor. Prices paid by the DISTRICT shall be considered the prevailing market price at the time such purchase is made.

**21. DISTRICT INSPECTION:**

All items shall be subject to inspection. Inspection of the items shall not relieve the successful Vendor from any obligation to fulfill the contract. Defective items shall be made good by the successful Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the DISTRICT and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the successful Vendor shall immediately remedy such defect in a manner satisfactory to the DISTRICT.

**22. PRICING DISCREPANCY:**

Should successful Vendor overcharge the DISTRICT for any item, successful Vendor agrees to immediately reimburse the DISTRICT the full amount of the overcharge.

**23. EQUAL EMPLOYMENT OPPORTUNITY:**

In connection with the execution of the contract, successful Vendor shall not discriminate against any employee or application for employment because of race, religion, color, sex or national origin. The Vendor shall take affirmative actions to insure that applicants are employed, and that

employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

**24. INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

Each party agrees to indemnify, defend and hold harmless the other party and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from or based upon any negligent or wrongful, errors or omissions committed solely by the other party and its authorized officers, employees, agents and volunteers related to the performance under this Agreement, hereunder and for any costs or expenses incurred by the other party on account of any claim therefore, except where such indemnification is prohibited by law.

**INSURANCE:**

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown.

Workers' Compensation (According to Labor Code Section 3700) – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$150,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the District's Risk Manager will waive the requirements for Workers' Compensation coverage.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the District's Risk Manager determines that there is no reasonable priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and on-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

**ADDITIONAL NAMED INSURED:**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**POLICIES PRIMARY AND NON-CONTRIBUTORY**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

**PROOF OF COVERAGE:**

The vendor shall immediately furnish certificates of insurance to the District Purchasing Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.

**25. HOLD-HARMLESS:**

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and sub Bidder, or any employee, agent or representative of vendor and/or sub Bidder.

**26. ASSIGNMENT OF CONTRACT:**

The successful Vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this RFP form, any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of DISTRICT's Governing Board. Notice is hereby given that the DISTRICT will not honor any

assignment made by the successful Vendor unless the consent in writing, as indicated above, has been given.

**27. FINGERPRINTING:**

Successful Vendor agrees to comply with all provisions of Education Code Section 45125.1. Successful Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the DISTRICT that will enter the campuses and other DISTRICT facilities for purposes of providing services covered by this RFP, 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. Successful Vendor will provide the DISTRICT with a list of all employees providing services pursuant to this RFP.

**28. BUY AMERICAN PROVISION:**

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), Section 12(n) to the NSLA (42 USC 1760(n)). Schools must purchase to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Brand and processor information must be identified on case labels and specification sheets. The DISTRICT reserves the right to cancel any contract and/or solicit other vendors for any part or portion of the RFP that does not meet the Buy American Provision.

The successful bidder shall be required to inform the DISTRICT in advance of delivery of any non-domestic food product. Notice shall indicate reason for supplying non-domestic product. Acceptable reasons include products not grown domestically either year around or by season, insufficient supply, unsatisfactory quality of domestic product or significantly higher cost of domestic product. Information may be provided electronically.

**29. DEPARTMENT OF EDUCATION-CHILD NUTRITION DIVISION FORMS:**

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit attached forms (Suspension and Debarment Certification U.S. Department of Agriculture, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Iran Contracting Act Certification Form, Non-Collusion Affidavit and Drug-Free Workplace Certification) must be completed and submitted with proposal. Proposals received without these forms/certifications will not be considered.

**30. CLEAN AIR ACT:**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**31. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT:**

The contractor hereby assures that it will comply with subchapter VI of Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program or activity supported by this agreement. The vendor(s) agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and housing Act, beginning with Government code 12900, and Labor Code 1735. In addition, the Vendor agrees to require like compliance by any subcontractors employed on the work by him/her.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

**32. BID PROTEST PROCEDURES:**

Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Director of Purchasing, or his or her designee, within three (3) business days after receipt of the District's written award notification. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to: Purchasing Department: 13911 Perris Blvd, Bldg. "S" Moreno Valley, CA 92553.

Appeal Review: The Chief Business Official or his or her designee shall review the decision on the bid protest from the Purchasing Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

Reservation of Rights to Proceed with Procurement Pending Appeal: the District reserves the right to proceed to award a contract and commence the work/purchase pending an Appeal. If there is a State Funding or a critical deadline, The District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-Mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

Finality: Failure to comply with the Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

**33. FORCE MAJEURE:**

Both vendor and the DISTRICT shall be exempt from their contractual obligations if the failure to meet their contractual obligations results from Force Majeure, labor dispute, Acts of God, or any other causes beyond their reasonable control.

**MORENO VALLEY UNIFIED SCHOOL DISTRICT**  
**REQUEST FOR PRICING**  
**Fresh & Processed Produce**

In compliance with the request for RFPs, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
Print or Type Name Manual Signature

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

INSPECTION COMPANY: \_\_\_\_\_

**“PIGGYBACK” CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

Acceptance or rejection of this clause will not affect the outcome of this proposal. Please initial your preference below.

Piggyback option granted: \_\_\_\_\_

Piggyback option not granted: \_\_\_\_\_

# **MORENO VALLEY UNIFIED SCHOOL DISTRICT**

## **VENDOR QUESTIONNAIRE**

### **Fresh and Processed Produce**

Please complete this qualifying criteria questionnaire and submit with your proposal.

1. Will you be able to meet specified delivery hours?    Yes    No
2. Will you be able to meet the number of deliveries per week?    Yes    No
3. Will there be a minimum case or dollar value required per stop? If so, what is the minimum number of cases \_\_\_\_\_ or minimum dollar value? \$\_\_\_\_\_ per delivery site.
4. What system do you have to provide monthly summary documents?

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5. How many days lead time do you require for an order? \_\_\_\_\_
6. How many refrigerated delivery trucks do you have? \_\_\_\_\_
7. How many refrigerated trucks have lift gates? \_\_\_\_\_
8. What is your procedure for notifying the customer of shortages and/or substitutions?

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9. What systems do you have in place to fill emergency orders?

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10. How many years has company been in the produce business? \_\_\_\_\_
11. What percentage of items in Table 1 do you currently carry? \_\_\_\_\_



12. Is vendor an approved distributor for USDA Foods? Yes No

13. Please provide an overview of your reporting system. Does vendor have the capability to provide sales reports via website/online or electronically?

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14. Please describe your product recall procedures.

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**MORENO VALLEY UNIFIED SCHOOL DISTRICT**

**SCHOOL DISTRICT REFERENCES**

**Fresh & Processed Produce**

**Firm Title**\_\_\_\_\_ **Signature**\_\_\_\_\_

List a minimum of three (3) references for contracts you have completed in the last three (3) years that are of similar scope and complexity:

District Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Name\_\_\_\_\_

Telephone\_\_\_\_\_

District Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Name\_\_\_\_\_

Telephone\_\_\_\_\_

District Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Name\_\_\_\_\_

Telephone\_\_\_\_\_

**VENDORS  
MUST PROVIDE  
THE LATEST  
HEALTH DEPARTMENT  
REPORT  
OF YOUR FACILITIES & FOOD  
SAFETY PLAN**

(See Section VII. Sanitation Product Quality)

## **USDA Nondiscrimination Statement**

SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

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

This institution is an equal opportunity provider.

## U. S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (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.

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Organization Name

PR/Award Number or Project Name

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Name and Title of Authorized Representative

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Signature

Date

## **INSTRUCTIONS FOR CERTIFICATION**

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

## CERTIFICATION REGARDING LOBBYING

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

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### **Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts** **Exceeding \$100,000 in Federal Funds**

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

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

- 1.) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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

**OR**

Names of Food Service or Vendor/Contractor		
Printed Name and Title:	Signature:	Date:

**DISCLOSURE OF LOBBYING ACTIVITIES****Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

1.) Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance		2.) Status of Federal Action: a. Bid/Offer/Application b. Initial award c. Post-award		3.) Report Type: a. Initial filing b. Material change  FOR MATERIAL CHANGE ONLY: Year:    n/a                      Quarter:	
<div style="border: 1px solid black; width: 40px; height: 20px; text-align: center; margin: 0 auto;">a</div>		<div style="border: 1px solid black; width: 40px; height: 20px; text-align: center; margin: 0 auto;">a</div>		<div style="border: 1px solid black; width: 40px; height: 20px; text-align: center; margin: 0 auto;">a</div>	
4.) Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____ if known  Congressional District, if known:			5.) If Reporting Entity in No.4 is Sub-awardee, Enter Name And Address of Prime:  Congressional District, if known:		
6.) Federal Department/Agency:			7.) Federal Program Name/Description:  CFDA Number, if applicable:		
8.) Federal Action Number, if known:			9.) Award Amount, if known: \$		
10a) Name and Address of Lobbying Entity (if individual, last name, first name, MI)			10b) Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11.) Amount of Payment (check all that apply):  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			12.) Type of Payment (check all that apply):  <input type="checkbox"/> Retainer <input type="checkbox"/> One-time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____		
13.) Form of Payment (check all that apply):  <input type="checkbox"/> Cash  <input type="checkbox"/> In-kind; specify: Nature _____ Value _____					
14.) 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.) If necessary was a continuation sheet attached for 10a, 10b or 14? <input type="checkbox"/> Yes <input type="checkbox"/> no					
16.) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No: (       ) _____ Date: _____		
Federal Use Only:			Authorized for local reproduction Standard Form – LLL		



**NON-COLLUSION DECLARATION**

**ATTACHMENT NO. 4 TO BID FORM**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], 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 \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(California Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

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

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

## **Clean Air and Water Certificate**

Applicable if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the CACFP Sponsor and the Vendor (offeror) shall execute this Certificate.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Name of Sponsor

**THE VENDOR AGREES AS FOLLOWS:**

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

**THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Vendor.

\_\_\_\_\_  
Signature of Vendor  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Sponsor  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (1) 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;
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - The availability of drug counseling, rehabilitation and employee- assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations;
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

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

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CONTRACTOR

By: \_\_\_\_\_  
Signature Date

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC  
BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT’S Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Date



Sunrise Produce Company  
David Sapia, President  
500 Burning Tree Road  
Fullerton, CA 92833  
1-800-834-4926 (Office) 1-323-582-5222 (Fax)  
[www.sunriseproduce.com](http://www.sunriseproduce.com)

Request for Proposal  
No. 20-21-18 Fresh & Processed Produce

Moreno Valley Unified School District  
13911 Perris Blvd. "S"  
Moreno Valley, CA. 92553

May 25, 2021 @ 10am

In 1991, Sunrise Produce Company opened its doors to meet the growing and diverse needs of Southern California clients ranging from Schools, Hospitals, Foodservice and Restaurant operators for premium fresh produce products and specialty distribution. Sunrise is a leading Wholesale Produce distribution company located on the border of Los Angeles and Orange County. Our goal has always been to provide our customers with access to the highest quality fresh produce. We work with the most reputable growers and suppliers in our industry.

Sunrise Produce Company's goal is to provide low food costs for our clients, through the effective and constant management of product quality and price throughout the supply chain.

Sunrise Produce Company is proposing to enter into a partnership with Moreno Valley USD to provide Fresh Produce that will meet your on-going needs. We are looking forward to creating a long-term relationship wherein our combined synergies will encourage healthier nutritional habits by supporting your efforts.

We are committed to operating within the highest ethical standards and management practices. Our dedicated Sunrise team; many of whom have been promoted from within and have been with Sunrise Produce for many years, continually search for ways to improve our service and meet the unique needs of each customer. Our reputation for superior service and product knowledge is reflected in the daily performance of each and every Sunrise Produce team member. From its inception, Sunrise Produce Company has focused on sourcing food products that are quality, nutritious and cost effective.

At Sunrise Produce Company food safety and quality assurance isn't just our initiative, it's our way of life. With our alliance of quality growers and suppliers, our food service customers trust us to provide them top quality produce at the leading market price. Our growers and suppliers must meet specific food safety guidelines for quality assurance and are inspected by an approved third-party auditor. A meticulous review of our supplier's food safety, recall and traceability and employee training program is also conducted to ensure the safety and satisfaction of our partners. We offer industry-leading technology to seamlessly trace and track product accountability with a full staff of Customer Account Managers readily available. Our dedication to food safety is paramount to the success of Sunrise Produce Company and our customers.

At Sunrise Produce Company, we are committed to procuring only the highest level of quality products, adhering to the highest standards for Food Safety, Sanitation, and Quality Assurance. Sunrise Produce Company operates and follows strict food safety protocols and has an in depth HACCP program. Sunrise Produce Company is **PrimusGFSI Certified**—the highest certification in Food Safety that is accepted worldwide. Sunrise Produce Company follows the guidance of this Global Food Safety Initiative (GFSI) which is industry driven to implement food safety management systems necessary to ensure the safety of your food throughout our supply chain. Our Primus GFSI audit includes: 1. Food Safety Management Systems (FSMS), 2. Good Manufacturing Practices (GMP's) and 3. Hazard Analysis Critical Control Points (HACCP). Sunrise Produce Company implements a comprehensive HACCP Program defining and justifying risk for each ingredient and product. We adhere to the highest HACCP standards and hold third party audit certifications. Our HACCP Plan defines the procedures for maintaining control of potentially hazardous food at the critical control points of food preparation or processing. Our HACCP Plan encompasses all food products that are fresh (whole, cut, Ready To Eat) and raw (when a further process is needed e.g. cooking, sanitizing, etc.). Our HACCP Plan includes:

- Identification of each Critical Control Point (CCP)
- Critical limits for each CCP
- Monitoring procedures for each CCP
- Corrective action that will be taken when there is a loss of control at a CCP

500 Burning Tree Road, Fullerton CA 92833 Phone: 1-(800) 834-4926 Fax: (323) 582-5222

- Verification procedures that will ensure proper monitoring of each CCP
- Written procedures for employee training in HACCP plan procedures
- A list of food service equipment that is used at each CCP

In the first step of our HACCP Plan, food products are received under proper transportation condition. After receiving these products at our warehouse, each load is inspected according to the receiving procedure in place, counted and entered in the system. Once the product is accepted, each load is properly identified and coded according to the traceability program in place. The received products are then stored in coolers, freezers or dry areas depending on the type of product. When orders are placed and ready to be shipped, all the components of the order are properly identified according to the traceability program and prepared according to the current good manufacturing practices program in place. When required the product is repacked according to customer specifications following the good manufacturing practices program in place. The product is then loaded into refrigerated trucks, if required, and the proper departure documentation is sent with the product. A copy of all documentation sent with the product is kept in the facility for traceability and recall purposes.

We have a comprehensive written Food Defense Plan. This program protects the food stored and distributed at Sunrise Produce Company and covers the property and building Sunrise Produce Company leases. This plan also addresses areas of risk while recognizing the need for reasonable access to employees, vendors, suppliers, truck drivers, contractors and visitors. We have guarded facility 24 hours of the day as well as a surveillance video system in place that covers all access and critical areas. Our doors remain locked at all times and are only unlocked with employee security badges. All visitors are required to be checked in at the main entrance before being let into our facility. All visitors must sign a copy of our Good Manufacturing Practices. All employees are required to carry and use their security badges in order to access our facility. All biosecurity measures are covered in our HACCP Plan to define and justify risk for each ingredient and product that we store. Our Food Defense Plan identifies all key areas of the facility and are assessed for risk. Key measures, procedures, and corrective actions are established to ensure the safety of the products and employees. All storage of maintenance equipment and chemicals are stored and locked away in separate areas accessible to only authorized personnel. To ensure the safety of our computers, they are backed by an updated virus and firewall protection software that is only accessible assigned personnel. In the event that trucks must be used for "Less than Full" shipments, these trucks are kept completely secure while in transit. Water quality is ensured through annual and outside 3rd party laboratory testing. Our water supplies are equipped with backflow preventions and come from a municipal supply. Any chemicals used for pest control purposes are not stored in our facility and are ONLY used by a certified pest control technician. All of our employees undergo a criminal background check prior to being hired and the responsibility of every employee is to immediately report to their direct supervisor any observed unusual behavior and/or unrecognized individuals on the premises.

Sunrise Produce Company maintains a 100% Product Recall Program with total traceability that is tested annually. In the event of a product recall. Our Recall Coordinator (either the President or the Quality Control Manager) immediately notifies and assembles the Recall Team. The Recall Team consists of QA Managers, Sales Manager, Customer Service Manager, Purchasing and Controller who assimilate, interpret and organize all information developed by others pertinent to the recall. Food Illness Forms are carefully reviewed by the Recall Team. If warranted, a product market withdrawal, product replacement, or recall is initiated. Once the scope of the recall has been decided, arrangements for recovery and replacement will be made. The quantity of product made and distribution points will be identified. Customers, distributors, and contract warehousing suppliers will be notified immediately in writing by a designate of the recall coordinator of recall action. The letter will consist of the following information: 1. Product description; 2. Use By date and Batch #; 3. How product will be picked up or returned to Sunrise; 4. How product will be replaced to customers so as not to disrupt regular business. An investigation of the incident will be initiated by the Recall Team and appropriate consultants to identify root causes and initiate corrective action. They will identify the onset and decline of the defect, and determine the appropriate scope of the recall (lots and products involved). All products purchased



and stored in our warehouse have a traceability program in place. This is done through several steps. All products are first purchased through a Purchasing Order (PO) # with our computer system, Produce Pro. This computer system also stores all vendors contact information, product descriptions, weights and count sizes. Once products are received, our receiving department inspects and counts products, making sure the PO # and the receiving ticket match. The item and amount is received into the Produce Pro system. Then all incoming boxes or totes are marked with a sticker that has the PO# and the Julian date. Any sales to a customer is tracked by our system, which has all the customer contact information, amount ordered and received. By using our computer system and product labeling we can trace any product received into our warehouse and track it to the individual customer.

Sunrise Produce Company is constantly adding to its capabilities, engaging the very best talent, providing training, education and pursuing the most quality standards. With each new customer requirement, the Company has adapted itself as necessary to accelerate our pace of achievement. Today, we are a respected, trusted partner. Tomorrow we will continue to build on this reputation and record of achievement, maintaining our momentum into the future.

Sunrise Produce Company recognizes the responsibility to our employees, our community and our environment to be socially responsible. We have under-taken many steps to become more environmentally-conscious. We've invested in energy-efficient equipment throughout our facility and are the proud recipients of the Energy Efficiency Award. Our Eco-Friendly programs encompass Energy Conservation, Recycling and Fuel Conservation.

In partnership with PACA (Perishable Agricultural Commodities Act); Sunrise Produce Company abides by the fair trading practices established by PACA; and has a license # 941079 that is "Active". Please visit [www.ams.usda.gov/PACA](http://www.ams.usda.gov/PACA) for further information on our good standing with PACA. Sunrise Produce has never been refused or revoked a PACA license.

We certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

Sunrise Produce Company is passionate about every aspect in the wonderful world of child nutrition and we promise to provide your district with overall value and service that meet your needs.

Sincerely,

*DAVID SAPIA*

David Sapia  
President  
Sunrise Produce Company



# Key Contacts

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## CEO

Paul Carone

paulcarone@sunriseproduce.com  
Tel: 323.726.8789 Ext 122  
Cell: 805.278.4027

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## President

David Sapia

dsapia@sunriseproduce.com  
Tel: 323.726.8789 Ext 128  
Cell: 909.721.7345

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## Vice-President

Lisa Andrea Marquez

lmarquez@sunriseproduce.com  
Tel: 323.726.8789 Ext 136  
Cell: 951.757.5972

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## Controller

Justin Lui

jlui@sunriseproduce.com  
Tel: 323.726.8789 Ext 123  
Cell: 909.438.1972

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## Director of Operations

Gerson De Paz

gdepaz@sunriseproduce.com  
Tel: 323.726.8789 Ext 142  
Cell: 213.675.0727

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## Director of Purchasing

Joe Delgado

jdelgado@sunriseproduce.co  
Tel: 323.726.8789 Ext 139  
Cell: 562-858-9354

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## Director of Transportation

Erica Barraza

ebarraza@sunriseproduce.com  
Tel: 323.726.8789 Ext 167  
Fax: 323.494.1598

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## Customer Service Manager

Carlos Espinoza

cespinoza@sunriseproduce.com  
Tel: 323.726.8789 Ext 127  
Fax: 323.582.5222

customerservice@sunriseproduce.com

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## Customer Service Team

Liza Ramirez  
Martin Chavez  
Willie Chavez  
Jesse Magna

Tel: 323.726.8789 Ext 141  
Tel: 323.726.8789 Ext 161  
Tel: 323.726.8789 Ext 152  
Tel: 323.726.8789 Ext 145

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## K-12 School Specialist

Janette Duran

jduran@sunriseproduce.com  
Tel: 1.800.834.4926 Ext 135  
Cell: 626.716.2705

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## Marketing Department

Brooke Marquez

bmarquez@sunriseproduce.com

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## SUNRISE PRODUCE COMPANY

500 Burning Tree Rd,  
Fullerton, CA 92833

Tel: 1.800.834.4926  
Fax: 323.582.5222

**Purchasing Department  
MORENO VALLEY UNIFIED SCHOOL DISTRICT  
13911 Perris Blvd., Bldg. "S"  
Moreno Valley, California 92553**

**NOTICE CALLING FOR BIDS  
RFP NO. 20-21-18 Fresh and Processed Produce**

NOTICE IS HEREBY GIVEN that the Board of Education of the Moreno Valley Unified School District is requesting bids for RFP NO. 20-21-18 Fresh and Processed Produce

All bids must be submitted on forms furnished by the District.

Companies interested in bidding can download appropriate bid documents from the Purchasing Department page on the District website:

[https://www.mvusd.net/apps/pages/index.jsp?uREC\\_ID=788153&type=d&pREC\\_ID=2086624](https://www.mvusd.net/apps/pages/index.jsp?uREC_ID=788153&type=d&pREC_ID=2086624)

Bids must be delivered in sealed envelopes to the Purchasing Department, at the above address no later than **Tuesday, May 25, 2021, at 10:00 a.m.**

Each envelope must be clearly marked on the front with the bid name, closing time and date, and the bid number: RFP NO. 20-21-18 Fresh and Processed Produce

Requests for Clarification must be submitted by **Monday, May 10, 2021 at 4:00 p.m.** to Jessica Noriega, [jnoriega@mvusd.net](mailto:jnoriega@mvusd.net), Carmen Ochoa, [cmocha@mvusd.net](mailto:cmocha@mvusd.net), and Tanisha Grattan [tgrattan@mvusd.net](mailto:tgrattan@mvusd.net).

All bids must be quoted as delivered to the designated site. No additional freight, drayage, or labor charges will be permitted or allowed.

The Board of Education of the Moreno Valley Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of materials proposed.

Respondent will take all necessary steps to avoid the appearance of conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict.

No bidder may withdraw their bid for a period of ninety days (90) after the date set for the opening of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete bid component and cannot be altered in anyway.

Fruits and Vegetables			Vendor Name	Sunrise Produce		
FIXED ANNUAL PRICING						
Pricing Per Unit Indicated						
ITEM #	DESCRIPTION	PACK SIZE UM	PACK SIZE IF DIFF.	*ESTIMATED ANNUAL USAGE	UNIT PRICE	COMMENTS
1	APPLE-GRANNY SMITH SLICED	200/2OZ		640	\$41.00	
2	APPLE-RED (VARIETY)	138CT		435	\$24.10	
3	APPLE-RED (VARIETY)	163CT		215	\$24.10	
4	APPLE-RED SLICED	200/2OZ		335	\$41.00	
5	APPLE-RED SLICED	100/2OZ		55	\$26.00	
7	BANANA-PETITE GREEN TIP	40LBS		1490	\$17.49	
8	BROCCOLI & CARROT*	50/1.79OZ		2500	\$21.50	
9	BROCCOLI-BUDS*	50/1.11OZ		50	\$25.50	
10	BROCCOLI-FLORETS*	5LBS		20	\$12.50	
11	CABBAGE-GREEN 3WAY SHRED 1/8"	5LBS		135	\$4.60	
12	CABBAGE-GREEN SHRED 1/8"	5LBS		100	\$4.60	
13	CABBAGE-RED SHREDED 1/8"	5LBS		20	\$4.90	
14	CANTALOUPE CHUNKS*	50/3OZ		100	\$35.50	
15	CANTALOUPE-BITES*	50/2OZ		920	\$22.20	
16	CARROT & CELERY STICK	50/2.18OZ		135	\$23.50	
17	CARROT-BABY PEELED	100/3OZ		1780	\$17.95	
18	CARROT-BABY PEELED SLIMS	5LBS		210	\$5.20	
19	CARROT-CRINKLE CUT	100/3oz		10	\$25.50	
20	CARROT-RAINBOW COIN*	100/2.5OZ		45	\$33.50	
21	CARROT-SHREDED/MATCHSTICK	5LBS		40	\$4.50	
22	CARROT-STICKS	50/2.08OZ		10	\$24.50	
23	CELERY-DICED1/4"	5LBS		15	\$8.50	
24	CELERY-STICK 4"*	5LBS		115	\$8.50	
25	CELERY-STICKS	96/3OZ		870	\$41.50	
26	CILANTRO*	6EACH		90	\$3.50	
27	CILANTRO*	30CT		15	\$14.50	
28	CUCUMBER*	6EACH		55	\$5.50	
29	CUCUMBER*	5LBS		20	\$4.90	
30	CUCUMBER-COIN 1/4"	5LBS		75	\$10.50	
31	CUCUMBER-COIN CUT 3/8"	50/2OZ		1751	\$15.10	
32	EDAMAME	50/2OZ		1164	\$25.00	
33	EGGS-HARD BOILED	4/5LBS		110	\$44.50	
34	GARLIC-MINCED IN WATER	32OZ		10	\$10.50	
35	GRAPES-RED CELLO WRAP*	150/2.25OZ		335	\$51.00	
36	GRAPES-RED CELLO WRAP*	100-1/2cup		45	\$41.00	
37	GRAPES-RED LUNCH BUNCH*	18LB		810	\$23.75	

38	GRAPES-RED SEEDLESS*	18LBS				100	\$27.50	
39	HONEYDEW-BITES	50/20Z				820	\$25.50	
40	JICAMA-STICKS	50/2.690Z				1975	\$25.50	
41	KIWI-BULK	19LBS				75	\$33.00	
42	LETTUCE-ROMAINE	24CT				28	\$22.00	
43	LETTUCE-SHREDED 1/8"	5LBS				700	\$3.50	
44	LETTUCE-SHREDED 1/8"	4/5LBS				90	\$14.00	
45	LETTUCE-SPRING MIX (SWEET)	3LBS				50	\$9.75	
46	MELON-TRIO MIX	48/3.OZ				65	\$43.50	
47	MELON-CANTALOUPE*	12CT				150	\$18.50	
48	MELON-CANTALOUPE BEST BUY*	6-15CT				105	\$18.50	
49	NECTARINE (VARIETY) V/F*	25#-CASE				185	\$19.50	
50	ONION-GREEN SLICED 1/4"	5LBS				50	\$25.50	
51	ONION-RED DICED 1/4"	5LBS				50	\$10.50	
52	ONION-RED JULIENNE 1/8"	5LBS				10	\$10.50	
53	ONION-RED JULIENNE 3/16"	5LBS				15	\$10.50	
54	ONION-YELLOW DICED 1/4"	5LBS				15	\$8.50	
55	ORANGE-CHOICE*	138CT				530	\$20.50	
56	ORANGE-CHOICE NAVEL*	113CT				145	\$20.50	
57	ORANGE-WEDGES (1/2 CUP)	50/4.70Z				180	\$31.00	
58	PASTE-TAHINI	4LBS				10	\$23.00	
59	PEACH (VARIETY) V/F*	25#-CASE				70	\$19.50	
60	PEAR-(VARIETY)*	150CT				290	\$25.50	
61	PEAS-CHINA (SNOW)	5LBS				20	\$21.00	
62	PEPPER-GREEN JULIENNE*	1/5LBS				12	\$20.50	
63	PEPPER-GREEN JULIENNE 1/4**	3/5LBS				10	\$20.50	
64	PERSIMMONS SRV 2.OZ*	50/20Z				130	\$38.50	
65	PINEAPPLE (WEDGES)*	50/2.70Z				1220	\$29.00	
66	PINEAPPLE-BITES*	50/20Z				370	\$29.00	
67	PINEAPPLE STICK (FROZEN)	100/2.70Z				20	\$54.00	
68	PLUM / PLUOT (VARIETY) V/F*	25#-CASE				270	\$19.50	
69	POTATOES-RUSSET	100CT				50	\$20.50	
70	ROMAINE-CHOPPED	2LBS				2590	\$2.75	
71	SALAD-2WAY 50/50 1" X 2"	4/5LBS				820	\$14.00	
72	SALAD-2WAY 50/50 1"x2"	5LBS				10	\$3.60	
73	SALAD-3WAY	4/5LBS				860	\$14.00	
74	SALAD-3WAY MIX	5LBS				470	\$3.60	
75	SALAD-4WAY	4/5LBS				15	\$14.75	
76	SALAD-K12 NUTRITIONAL BLEND	5LB				65	\$12.00	
77	SNAP PEAS WASH & TRIMMED	50/20Z				625	\$36.00	
78	SPINACH-BABY	4LBS				895	\$9.50	

79	SQUASH-ZUCCHINI MEDIUM	20LBS				90	\$22.00	
80	TANGERINE BLUEJAY S/L*	22LBS				50	\$31.00	
81	TANGERINE - HALO*	10/3LBS				45	\$31.00	
82	TANGERINE-VARIETY (BALD)*	22LBS				913	\$24.50	
83	TOMATO-DICED 1/4" TRAY*	5LBS				90	\$15.50	
84	TOMATOES-GRAPE*	3BASKETS				90	\$8.50	
85	TOMATOES-GRAPE (clam shell)*	12/1pints				325	\$16.00	
86	TOMATOES-LOOSE BULK XLG 5X6*	25LBS				60	\$24.00	
87	TOMATOES-VINE RIPHERED*	FLT				85	\$24.00	
88	TOMATO-GRAPE*	50/2.64OZ				785	\$34.00	
89	TOMATO-SLICED 1/4"*	5LBS				15	\$17.50	
90	VEG BLEND-HEALTH MIX DICED	5LBS				140	\$22.00	
91	WATERMELON CHUNK*	48/2.OZ				510	\$30.50	
92	ZUCCHINI-COIN/MOON	50/2OZ				2350	\$16.10	

\*Estimated annual usage quantities are based upon a 30 % decrease of usage due to COVID-19 pandemic. Please refer to Appendix A for the actual regular usage based upon the 2018/2019 school year.

**Moreno Valley Unified School District**  
Nutrition Services Department  
25634 Alessandro Blvd.  
Moreno Valley, CA 92553



**REQUEST FOR PROPOSAL (RFP)**  
**RFP NO. 20-21-18 Fresh and Processed Produce**

**Includes procurement and delivery of fresh and processed produce items**

All RFPs shall be on forms provided. RFPs received after the specified time will not be accepted and shall be returned to the company, unopened.

**RELEASE DATE:** April 21, 2021

**PUBLICATION DATES:** April 21, 2021 and April 28, 2021

**REQUEST FOR CLARIFICATION DEADLINE:** May 10, 2021 at 4:00 p.m.

**RFP DUE:** May 25, 2021  
TIME: 10:00 a.m.

**RFP AWARD:** June 29, 2021 \*Pending Board Approval

**REQUEST FOR PROPOSAL (RFP)**  
**RFP No. 20-21-18 Fresh and Processed Produce**  
Includes procurement and delivery of fresh and processed produce items

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**Purchasing Department  
MORENO VALLEY UNIFIED SCHOOL DISTRICT  
13911 Perris Blvd., Bldg. "S"  
Moreno Valley, California 92553**

**NOTICE CALLING FOR BIDS  
RFP NO. 20-21-18 Fresh and Processed Produce**

NOTICE IS HEREBY GIVEN that the Board of Education of the Moreno Valley Unified School District is requesting bids for RFP NO. 20-21-18 Fresh and Processed Produce

All bids must be submitted on forms furnished by the District.

Companies interested in bidding can download appropriate bid documents from the Purchasing Department page on the District website:

[https://www.mvusd.net/apps/pages/index.jsp?uREC\\_ID=788153&type=d&pREC\\_ID=2086624](https://www.mvusd.net/apps/pages/index.jsp?uREC_ID=788153&type=d&pREC_ID=2086624) ,

Bids must be delivered in sealed envelopes to the Purchasing Department, at the above address no later than **Tuesday, May 25, 2021, at 10:00 a.m.**

Each envelope must be clearly marked on the front with the bid name, closing time and date, and the bid number: RFP NO. 20-21-18 Fresh and Processed Produce

Requests for Clarification must be submitted by **Monday, May 10, 2021 at 4:00 p.m.** to Jessica Noriega, [jnoriega@mvusd.net](mailto:jnoriega@mvusd.net), Carmen Ochoa, [cmocha@mvusd.net](mailto:cmocha@mvusd.net), and Tanisha Grattan [tgrattan@mvusd.net](mailto:tgrattan@mvusd.net).

All bids must be quoted as delivered to the designated site. No additional freight, drayage, or labor charges will be permitted or allowed.

The Board of Education of the Moreno Valley Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of materials proposed.

Respondent will take all necessary steps to avoid the appearance of conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict.

No bidder may withdraw their bid for a period of ninety days (90) after the date set for the opening of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete bid component and cannot be altered in anyway.

**1. GENERAL CONDITIONS AND INSTRUCTIONS:**

RFPs are requested for furnishing food products, from July 1, 2021 through June 30, 2022.

This RFP is being issued by Moreno Valley Unified School District. The School District is acting by and through their Governing Board request pricing for procurement and delivery of fresh and processed produce items. MVUSD will be referred to as DISTRICT in this RFP.

The following table provides a synopsis of the DISTRICT business. Attached you will find district maps and addresses. The awarded vendor will be provided with delivery sites; manager's name, telephone number, email and fax number.

SCHOOL	NO. OF SITES	DELIVERY TIMES	DELIVERY DAYS	ACCEPTS NIGHT DELIVERY	KEY PROVIDED
6 - Middle Schools 4 - High Schools 1 -Central Kitchen	11	6:00 am to 10:00 am	Monday, Wednesday & Friday	No  *CK Emergencies ONLY	No

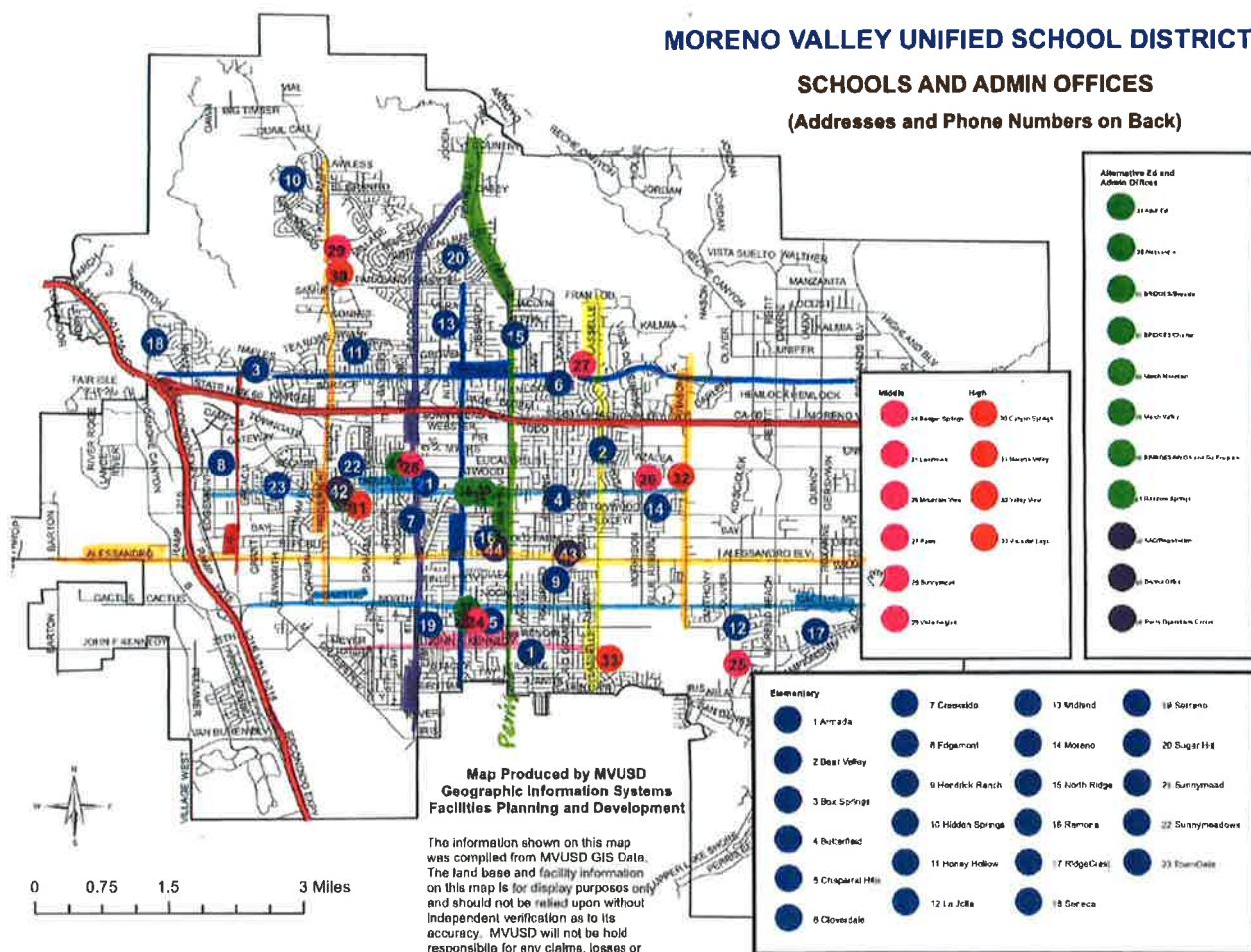
**CENTRAL KITCHEN: 24861 BAY AVENUE, MORENO VALLEY, CA 92553**

**\*Night deliveries may be accepted during emergency situations such as fire, floods, etc.  
The DISTRICT will determine what qualifies as an emergency event.**

# MORENO VALLEY UNIFIED SCHOOL DISTRICT

## SCHOOLS AND ADMIN OFFICES

(Addresses and Phone Numbers on Back)



# MORENO VALLEY UNIFIED SCHOOL DISTRICT 2020-21 SCHOOL LISTING

MIDDLE SCHOOLS	HIGH SCHOOLS	SPECIALIZED
<b>BADGER SPRINGS</b> #236 24750 Delphinium Ave., 92553 571-4200 (20000) <b>Ruby Mejico, Principal</b> Temika Morris, Asst. Principal LaTanya Carter, Asst. Principal Lynnsey Huntsman, AAIAC Brenda Prieto, Secretary <a href="mailto:badgersprings@mvusd.net">badgersprings@mvusd.net</a> Fax # 571-4205 8:55 a.m. - 3:30 p.m.	<b>CANYON SPRINGS</b> #301 23100 Cougar Canyon Dr., 92557 571-4760 (31000) <b>Tamara Kerr, Principal</b> Christine Benton, Asst. Principal Sean Roberson, Asst. Principal Erica Melendrez, Asst. Principal Molly Macauley, AAIAC Sally Seja, Secretary <a href="mailto:canyonsprings@mvusd.net">canyonsprings@mvusd.net</a> Fax # 571-4765 7:00 a.m. - 3:10 p.m.	<b>ADULT EDUCATION (18+)</b> #401 13350 Indian St., 92553 571-4790 (64800) <b>Dr. Patricia Bazanos, Principal</b> Maria Luperlo, Secretary <a href="mailto:mvadult@mvusd.net">mvadult@mvusd.net</a> Fax # 571-4795
<b>LANDMARK</b> #241 15261 Legendary Dr., 92555 571-4220 (21000) <b>Rafael Garcia, Principal</b> Stephanie Williams-Mayrani, Asst. Principal Ilesha Smith, Asst. Principal Diana Cobian, AAIAC Raiza Guillen, Secretary <a href="mailto:landmark@mvusd.net">landmark@mvusd.net</a> Fax # 571-4225 8:50 a.m. - 2:55 p.m.	<b>MORENO VALLEY</b> #302 23300 Cottonwood Ave., 92553 571-4820 (33000) <b>LaToysha Brown, Principal</b> Adrian Olguin, Asst. Principal Dr. Patrice Harris, Asst. Principal Vacancy, Asst. Principal Lizette Nava, Asst. Principal Marisa Brough, AAIAC Amelia Juarez, Secretary <a href="mailto:morenovalleyhi@mvusd.net">morenovalleyhi@mvusd.net</a> Fax # 571-4825 6:56 a.m. - 3:11 p.m.	<b>MARCH MOUNTAIN</b> #401 24551 Dracaea Ave., 92553 571-4800 (32000) <b>Steve Quintero, Principal</b> Tamra Handysides, Asst. Principal (.5) Martha Alvarez, Secretary <a href="mailto:marchmntn@mvusd.net">marchmntn@mvusd.net</a> Fax # 571-4805 8:00 a.m. - 3:00 p.m.
<b>MOUNTAIN VIEW</b> #234 13130 Morrison St., 92555 571-4240 (22000) <b>Jon Black, Principal</b> Marissa Smith, Asst. Principal Amanda Fernandes, Asst. Principal Nancy Parra-Ramirez, Secretary <a href="mailto:mtview@mvusd.net">mtview@mvusd.net</a> Fax # 571-4245 8:15 a.m. - 2:55 p.m.	<b>VALLEY VIEW</b> #303 13135 Nason St., 92555 571-4850 (34000) <b>Karen Johnson, Principal</b> Omar Marquez, Asst. Principal Christopher Hooper, Asst. Principal Maria Rives, Asst. Principal Christopher Gilliatt, Asst. Principal Stacey Lerma, AAIAC Jose Gomez, Asst. Principal Janet Willard, Secretary <a href="mailto:valleyview@mvusd.net">valleyview@mvusd.net</a> Fax # 571-4855 6:56 a.m. - 3:04 p.m.	<b>ALESSANDRO SCHOOL</b> #206 Special Education (K-12) 23311 Dracaea Ave., 92553 571-4510 (41000) <b>Vivian Cheng, Principal</b> Virginia Condit, Secretary Fax # 571-4515 TK/K 8:00 a.m. - 11:40 a.m. 1-5 8:00 a.m. - 2:00 p.m. 6-8 7:00 a.m. - 1:00 p.m. 9-12 7:00 a.m. - 1:55 p.m.
<b>PALM</b> #242 11900 Slawson Ave., 92557 571-4260 (23000) <b>Dr. Mallanie Harris, Principal</b> Vacancy, Asst. Principal Akinlana Osonduagwuike, AP Berenice Powell, Secretary <a href="mailto:palm@mvusd.net">palm@mvusd.net</a> Fax # 571-4265 7:58 a.m. - 2:36 p.m.	<b>VISTA DEL LAGO</b> #304 15150 Lassella St., 92551 571-4880 (36000) <b>Erik Swanson, Principal</b> Anthony Rice, Asst. Principal Kim Kruger, Asst. Principal Dana Dunams, Asst. Principal Angela Wolf, AAIAC Irene Ibarra, Secretary <a href="mailto:vdellago@mvusd.net">vdellago@mvusd.net</a> Fax # 571-4885 7:00 a.m. - 3:04 p.m.	<b>BAYSIDE COM. DAY CHARTER SCHOOL</b> #403 <b>@Bridges Learning Center</b> #402 24501 Cactus Ave. 92553 Bayside 571-7890 (39000) Charter 571-7890 (39000) <b>Philip Peoples, Principal</b> Theodore Brown III, Asst. Principal (.5) Rosemary Zapp, Secretary <a href="mailto:mvdc@mvusd.net">mvdc@mvusd.net</a> Fax # 571-7891 8:00 a.m. - 2:55 p.m.
<b>SUNNYMEAD</b> #238 23996 Eucalyptus Ave., 92553 571-4280 (24000) <b>Joseph Ochoa, Principal</b> Vladimir Chavez, Asst. Principal Marsha Bradley, Asst. Principal Antoinette Saldana, Asst. Principal Kenneth Carson, AAIAC Debbie Cancino, Secretary <a href="mailto:sunnymeadmid@mvusd.net">sunnymeadmid@mvusd.net</a> Fax # 571-4285 8:55 a.m. - 3:30 p.m.	<b>VISTA DEL LAGO</b> #304 15150 Lassella St., 92551 571-4880 (36000) <b>Erik Swanson, Principal</b> Anthony Rice, Asst. Principal Kim Kruger, Asst. Principal Dana Dunams, Asst. Principal Angela Wolf, AAIAC Irene Ibarra, Secretary <a href="mailto:vdellago@mvusd.net">vdellago@mvusd.net</a> Fax # 571-4885 7:00 a.m. - 3:04 p.m.	<b>RAINBOW SPRINGS</b> #402 Early Intervention Prog./SELPA 23990 Eucalyptus Ave., 92553 571-4710 (64300) <b>Andrea Aragon, Principal</b> Claudia Gomez-Silva, Secretary <a href="mailto:rainbow@mvusd.net">rainbow@mvusd.net</a> Fax # 571-4715 A.M. Program 9:00 a.m. - 11:30 a.m. P.M. Program 12:30 p.m. - 3:00 p.m.
<b>VISTA HEIGHTS</b> #227 23049 Old Lake Dr., 92557 571-4300 (25000) <b>Mark Hasson, Principal</b> Vacancy, Asst. Principal Rosario Grajeda, Asst. Principal Hilary Reynolds, AAIAC Jamie Johnson, Secretary <a href="mailto:vistahts@mvusd.net">vistahts@mvusd.net</a> Fax # 5714305 8:30 a.m. - 3:00 p.m.	<b>HEADSTART/PRESCHOOL</b> #407 25201 John F. Kennedy Dr., 92551 571-4716 (40166) <b>Jennifer Adcock, Principal</b> Elena Rico, Secretary <a href="mailto:erico@mvusd.net">erico@mvusd.net</a> Fax # 571-4717	<b>MARCH VALLEY SCHOOL</b> 24551 Dracaea Ave., 92553 571-4800 (32000) <b>Steve Quintero, Principal</b> Tamra Handysides, Asst. Principal (.5) Martha Alvarez, Secretary <a href="mailto:mvac@mvusd.net">mvac@mvusd.net</a> Fax # 571-4805 8:00 a.m. - 2:05 p.m.

Revised 4/7/2021

- A. The DISTRICT reserves the right to purchase more or less of the units specified.
- B. Proposals: RFPs shall be written in ink or type written. Send to Moreno Valley Unified School District, Purchasing, 13911 Perris Blvd, Bldg. "S" Moreno Valley, CA 92553. Proposals are to be verified before submission, as they cannot be corrected after RFPs are opened. RFP opening will be non-public. The signatures of all persons signing shall be in longhand. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge.
- C. **Pricing shall be entered into Table 1 and submitted with proposal on a data storage device in excel format. Electronic storage devices will not be returned.**
- D. Addenda or Bulletins: Any addenda or bulletins issued by the DISTRICT during the time of RFP processing to the Vendor for the preparation of this RFP shall be covered in the RFP and shall be made part of the contract. Addenda or Bulletins will be posted on Moreno Valley Unified School District's website with the original RFP.
- E. Withdrawal of RFPs Prior to due date: Any Vendor may withdraw his RFP, either personally or by a written request, at any time prior to the scheduled due date.
- F. Withdrawal of RFPs after due date: A Vendor may not withdraw his RFP for a period of sixty (60) days after the due date.
- G. Interpretation of Documents: If any person contemplating submitting a RFP for the proposed contract is in doubt as to the true nature of any part of the RFP documents or finds discrepancies, in or omissions from, he/she may submit to [jnoriega@mvusd.net](mailto:jnoriega@mvusd.net), [cmochoa@mvusd.net](mailto:cmochoa@mvusd.net), and [tgrattan@mvusd.net](mailto:tgrattan@mvusd.net) a written request for an interpretation or correction hereof. Requests must be received by May 10, 2021 at 4:00 p.m.. Any interpretation or addendum duly issued by the Purchasing Department be posted on the Moreno Valley Unified School District's website with the original RFP. The DISTRICT will not be responsible for any other explanation or interpretation of the RFP documents.
- H. Award or Rejection of RFPs: The award of the contract, if made by the DISTRICT, will be to the lowest responsive and responsible Vendor. Product quality, student acceptability of product and dependable service will be main factors in the determination of this award. It must be clearly evident that a Vendor is capable of promptly delivering all items on the RFP list. A Vendor's past delivery and performance practices relating to any previous and existing contracts will be examined. Vendors who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award. This RFP will be awarded to one vendor. The DISTRICT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the DISTRICT. The DISTRICT reserves the right in its absolute discretion to accept RFPs as deemed necessary for the best interest of the Nutrition Services Department. The DISTRICT may take into account the performance of the Vendor with

respect to any recent contract(s) with the DISTRICT and other school districts. The Governing Board of the DISTRICT, reserves the right to reject any one or all RFPs, to waive any informalities in the RFPs or in the process, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever RFP is deemed to be the lowest responsible RFP MEETING ALL THE CRITERIA SPECIFIED IN THE RFP. All Vendors will be notified in writing of the award.

2. **TERM OF AGREEMENT:**

The term of this agreement will be from July 1, 2021 through June 30, 2022.

3. **CONTRACT RENEWALS:**

If mutually agreeable, the DISTRICT reserves the right to renew the contract for a period of two (2) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the DISTRICT. Such renewal will be made by notifying the Vendor in writing, thirty (30) days prior to the expiration of the contract.

4. **PRICING:**

- A. Pricing for items listed is to be firm for the period of July 1, 2021 through June 30, 2022.
- B. All proposals must be quoted as delivered to the designated sites. No additional freight, labor or fuel surcharges will be permitted or allowed.
- C. Prices must be listed for the pack size as listed on the items list.
- D. In the event of severe market changes, a price escalation may be requested to the DISTRICT No later than fifteen (15) days prior to the price change. Any request for escalation in price shall be in writing, and include written proof of cost increases or other justification supporting the request for the escalation. Justification must be based on documents approved by the DISTRICT. The DISTRICT reserves the right to cancel any contract if price escalation is unacceptable, and to solicit other Vendors for any part or portion of the RFP.
- E. Geographic preference: the DISTRICT reserves the right to purchase up to 15% of their produce from local farmers. The DISTRICT has the discretion to determine the local area to which the geographic preference option will be applied.



5. **QUANTITIES:**

The DISTRICT DOES NOT GUARANTEE THAT ALL ITEMS OR QUANTITIES SHOWN ON THIS BID WILL BE PURCHASED. Any quantities specified in this bid are estimates only. Quantities are subject to change in order to meet the needs of the District as well as individual school needs. No minimum order requirements may be imposed or will be allowed. All prices quoted must be firm for not less than one year from award of bid.

The DISTRICT shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

6. **"PIGGYBACK" CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

The MORENO VALLEY UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the district as provided in said Code Sections.

Any school district and the awarded Proposer (s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

7. **PREPARATION OF RFP:**

- A. The RFP must be signed in the name of the company and be in longhand of the person authorized to sign the RFP.
- B. Prices must be in ink or typewritten. No pencil figures permitted.
- C. Erasures or Alterations: All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the RFP. Any change of the printed portion of the RFP form itself constitutes alteration and is cause for immediate rejection of the RFP.

8. **SANITATION PRODUCT QUALITY:**

All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and plant shall meet state and county health department requirements to assure clean, sound, and sanitary products. A copy of the Vendor's Food Safety Plan and Health inspection reports are required. Third party inspection of the facility is recommended.

Food Products shall be handled on Vendor's premises under such controlled temperatures and conditions as are required by state and local statutes and regulations. The DISTRICT shall have the right to inspect Vendor's premises without prior notice, it being agreed that the Vendor's full compliance with all legal requirements is of the essence of this Agreement and that the Vendor's failure to abide by such legal requirements shall result in the termination of the Agreement. Moreover, the Vendor agrees to immediately inform the DISTRICT in writing of the result so any inspection of its premises and food preparation locations by governmental inspectors or others which resulted in other than an "A" rating and of any claim by any party that food products of any nature provided by the Vendor resulted in sickness, death or other injury to the claiming party.

9. **PRODUCT QUALITY:**

The Vendor agrees to present Food Products purchased by the DISTRICT in an appealing and appropriate manner. Vendor shall be responsible for quality control with respect to the Food Product to assure consistent quality of Food Products served to individual consumers. In connection therewith, the Vendor shall comply with the regulations established in Section 113700 *et seq.* of the California Health and Safety Code. Cold food must be delivered at 41° degrees or less upon delivery. The DISTRICT shall have the right to reject any or all food products furnished to the DISTRICT which in its opinion do not meet standards of quality and/or proper temperature.

If it becomes necessary during the term of this contract to test any food product for ingredient content, wholesomeness, food borne bacteria, contamination or other cause, the Vendor will be responsible for any cost incurred by the DISTRICT for this. The cost will be deducted from the balance in accounts payable due to the Vendor.

All products must follow the specifications as indicated. All products must be fresh and U.S. Grade 1 or better unless otherwise specified. All processed vegetables should be sealed in airtight plastic bags. In the event of off flavor, damage, or otherwise unusable product, provisions must be made for pick up, exchange, and issuance of proper credit.

10. **PRODUCT FORMULATION REQUIREMENTS:**

Required Documents for each Product:

- A. In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder shall be required to provide, electronically, a complete nutritional analysis of all processed products including Nutrition Fact Label and/or Product Formulation Statements. USDA Food Fact Sheets are acceptable for unprocessed produce.



- B. Nutrition Facts Panel. Required nutritional information: weight of product, total calories, total fat, saturated fat, trans-fat, cholesterol, protein, carbohydrates, calcium, iron, fiber, vitamin A, vitamin C, sodium.
  - C. All processed foods should not contain artificial trans fats.
  - D. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.
  - E. In order to meet the fruit and vegetable requirements whole fruit and vegetables and processed packaged fruit and vegetables must meet the ½-cup requirement.
  - F. Contractor shall notify Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.
11. **CODING:** The date of production must be clearly stamped on each case or unit.
12. **PACK:** If a pack is other than stated on the proposal, Vendor shall specify pack.
13. **PRODUCT SUBSTITUTIONS:**
- The DISTRICT will not allow substitutions without prior approval. In the event contractor is Unable to deliver an item as specified in this contract, notification of shortage must be made by electronic mail or verbally via telephone at least 72 hours prior to scheduled delivery to the Nutrition Services Department. An equal or better substitute product must immediately be made available to the DISTRICT for approval and subsequent distribution to the cafeterias, at no additional charge to the DISTRICT for product, freight, or redelivery. When substitutions do occur, Contractor shall provide nutritional statements, ingredient listings and the product formulation statement of the replacement product to the Nutrition Services Department.
14. **PLACEMENT OF ORDERS & LEAD TIME:**
- Orders shall be issued directly to the vendor commencing from proposal award (July 1, 2021 through June 30, 2022). Vendor shall issue order confirmations via email immediately following placement of order. Order confirmations must include order number, delivery date, ordered by, ordered date, purchase order #, billing address, shipping address, item #(s), item description, items price, quantity ordered and total amount. Lead time procedures will be mutually agreed upon between vendor and the DISTRICT.

**15. DELIVERY:**

- A. Successful Vendor agrees to make deliveries, as requested by the DISTRICT Nutrition Services Department. All prices offered by the proposers must include onsite off loading and inside delivery.
- B. Vendor agrees to furnish and deliver at all times during the period of the contract, upon request of the Director of Nutrition Services or his/her designee, the items which may be awarded to the Vendor, in such amounts and quantities as ordered and within the specified delivery schedule.
- C. All products are to be delivered in refrigerated trucks and placed in a refrigerator, freezer or dry storage areas.
- D. The maximum speed limit for any vehicle on school campuses is 10 MPH. The Vendor will ensure that all employees are informed of this limit before entering a school campus. Employees of the Vendor who are found to exceed this limit may be banned from school property. Delivery vehicles shall be of size to safely navigate delivery area and not require loading docks for delivery.
- E. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the proposer.
- F. Credit will be required on unused products delivered with less than seven (7) days to expiration.
- G. A legible delivery receipt signed by the Nutrition Services personnel must accompany each delivery.

**16. PRODUCT SAMPLES:**

- A. Product samples may be requested by the DISTRICT and must be provided at no cost to the DISTRICT. Samples must be the exact item that the Vendor proposes to furnish and in the same packaging in which they will be delivered if the Vendor is awarded the contract. Samples will be used in testing and will not be returned.
- B. Samples will be taste tested for freshness and quality. Poor quality samples will be considered as a failure to meet RFP specifications (including production formulation).
- C. Failure to submit samples on the date and time requested will invalidate the RFP.

**17. ACCOUNTING:**

Invoices shall be furnished in triplicate and include purchase order number, delivery site, item number, item description, quantity, unit size, and unit price. One copy is to be kept by the distributor.

- A. The original invoice must be signed by the individual receiving the merchandise and is to be left for the cafeteria manager along with a copy. An invoice signed by the cafeteria manager or designee is required in order for the invoice to be processed for payment.
- B. Statements for all goods purchased within a calendar month shall be on an individual school basis.
- C. Statements shall be submitted no later than the fifth day following the close of each calendar month.
- D. Statements shall be addressed to the DISTRICT Nutrition Services Department.
- E. The DISTRICT will pay for goods on a monthly basis. The DISTRICT agrees to pay all such monthly summary invoices (less any credits to which it may be entitled) within thirty (30) calendar days of receipt of each monthly statement provided. Should the payment date fall on an official holiday observed by the State of California or on a weekend, the payment shall be due on the next business day after such holiday or weekend. DISTRICT will not be charged a late fee.

**18. PRODUCT RECALLS:**

- A. The Contractor shall bear all costs incurred by the DISTRICT resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the DISTRICT. Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the DISTRICT.

**19. WEIGHTED FACTORS:**

The vendor should:

- A. Have been in the produce business or provided delivery of produce to schools for not less than one (3) years prior with satisfactory quality and service.
- B. Have refrigerated truck(s) and must be able to provide delivery to all district locations assigned at a time convenient to the district, as noted in the RFP package. This is to include special deliveries when required.
- C. Past performance will be evaluated and could subject an RFP to be rejected.

A Vendor that is awarded the DISTRICT business for the first time will be on trial during the first year. The awarding of any additional business or the continuation of the trial arrangement will depend upon the evaluation of the first years' service.

20. **TERMINATION:**

- A. Failure on the part of the successful Vendor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) days written notice to the other party.
- B. The DISTRICT reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service, unsatisfactory product; or upon annual review of weighted factors, performance of service and/or provision of quality product.
- C. The DISTRICT shall hold the successful Vendor liable and responsible for all damages which may be sustained because of failure to comply with any conditions herein. If the successful Vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the DISTRICT may purchase the items herein specified elsewhere, without notice to the successful Vendor. Additional costs accrued by the DISTRICT through this purchase may be deducted from unpaid invoices or must be paid to the DISTRICT by the successful Vendor. Prices paid by the DISTRICT shall be considered the prevailing market price at the time such purchase is made.

21. **DISTRICT INSPECTION:**

All items shall be subject to inspection. Inspection of the items shall not relieve the successful Vendor from any obligation to fulfill the contract. Defective items shall be made good by the successful Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the DISTRICT and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the successful Vendor shall immediately remedy such defect in a manner satisfactory to the DISTRICT.

22. **PRICING DISCREPANCY:**

Should successful Vendor overcharge the DISTRICT for any item, successful Vendor agrees to immediately reimburse the DISTRICT the full amount of the overcharge.

23. **EQUAL EMPLOYMENT OPPORTUNITY:**

In connection with the execution of the contract, successful Vendor shall not discriminate against any employee or application for employment because of race, religion, color, sex or national origin. The Vendor shall take affirmative actions to insure that applicants are employed, and that

employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

**24. INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

Each party agrees to indemnify, defend and hold harmless the other party and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from or based upon any negligent or wrongful, errors or omissions committed solely by the other party and its authorized officers, employees, agents and volunteers related to the performance under this Agreement, hereunder and for any costs or expenses incurred by the other party on account of any claim therefore, except where such indemnification is prohibited by law.

**INSURANCE:**

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown.

Workers' Compensation (According to Labor Code Section 3700) – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$150,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the District's Risk Manager will waive the requirements for Workers' Compensation coverage.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the District's Risk Manager determines that there is no reasonable priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and on-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

### **ADDITIONAL NAMED INSURED:**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

### **POLICIES PRIMARY AND NON-CONTRIBUTORY**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

### **PROOF OF COVERAGE:**

The vendor shall immediately furnish certificates of insurance to the District Purchasing Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.

### **25. HOLD-HARMLESS:**

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and sub Bidder, or any employee, agent or representative of vendor and/or sub Bidder.

### **26. ASSIGNMENT OF CONTRACT:**

The successful Vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this RFP form, any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of DISTRICT's Governing Board. Notice is hereby given that the DISTRICT will not honor any

assignment made by the successful Vendor unless the consent in writing, as indicated above, has been given.

**27. FINGERPRINTING:**

Successful Vendor agrees to comply with all provisions of Education Code Section 45125.1. Successful Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the DISTRICT that will enter the campuses and other DISTRICT facilities for purposes of providing services covered by this RFP, 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. Successful Vendor will provide the DISTRICT with a list of all employees providing services pursuant to this RFP.

**28. BUY AMERICAN PROVISION:**

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), Section 12(n) to the NSLA (42 USC 1760(n)). Schools must purchase to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Brand and processor information must be identified on case labels and specification sheets. The DISTRICT reserves the right to cancel any contract and/or solicit other vendors for any part or portion of the RFP that does not meet the Buy American Provision.

The successful bidder shall be required to inform the DISTRICT in advance of delivery of any non-domestic food product. Notice shall indicate reason for supplying non-domestic product. Acceptable reasons include products not grown domestically either year around or by season, insufficient supply, unsatisfactory quality of domestic product or significantly higher cost of domestic product. Information may be provided electronically.

**29. DEPARTMENT OF EDUCATION-CHILD NUTRITION DIVISION FORMS:**

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit attached forms (Suspension and Debarment Certification U.S. Department of Agriculture, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Iran Contracting Act Certification Form, Non-Collusion Affidavit and Drug-Free Workplace Certification) must be completed and submitted with proposal. Proposals received without these forms/certifications will not be considered.

**30. CLEAN AIR ACT:**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**31. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT:**

The contractor hereby assures that it will comply with subchapter VI of Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program or activity supported by this agreement. The vendor(s) agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and housing Act, beginning with Government code 12900, and Labor Code 1735. In addition, the Vendor agrees to require like compliance by any subcontractors employed on the work by him/her.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

**32. BID PROTEST PROCEDURES:**

Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Director of Purchasing, or his or her designee, within three (3) business days after receipt of the District's written award notification. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to: Purchasing Department: 13911 Perris Blvd, Bldg. "S" Moreno Valley, CA 92553.

Appeal Review: The Chief Business Official or his or her designee shall review the decision on the bid protest from the Purchasing Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

Reservation of Rights to Proceed with Procurement Pending Appeal: the District reserves the right to proceed to award a contract and commence the work/purchase pending an Appeal. If there is a State Funding or a critical deadline, The District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-Mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

Finality: Failure to comply with the Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.



**33. FORCE MAJEURE:**

Both vendor and the DISTRICT shall be exempt from their contractual obligations if the failure to meet their contractual obligations results from Force Majeure, labor dispute, Acts of God, or any other causes beyond their reasonable control.

**MORENO VALLEY UNIFIED SCHOOL DISTRICT**  
**REQUEST FOR PRICING**  
**Fresh & Processed Produce**

In compliance with the request for RFPs, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

FIRM NAME: Loewy Enterprises dba Sunrise Produce

BY: David Sapia

Print or Type Name



Manual Signature

TITLE: President

ADDRESS: 500 Burning Tree Rd. Fullerton, Ca. 92833

TELEPHONE: 800-834-4926

DATE May 18, 2021

EMAIL: jaguirre@sunriseproduce.com

FAX: 323-582-5222

INSPECTION COMPANY: Primus Global Food Safety

**“PIGGYBACK” CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

Acceptance or rejection of this clause will not affect the outcome of this proposal. Please initial your preference below.

Piggyback option granted: ✓

Piggyback option not granted: \_\_\_\_\_

## MORENO VALLEY UNIFIED SCHOOL DISTRICT

### VENDOR QUESTIONNAIRE

#### Fresh and Processed Produce

Please complete this qualifying criteria questionnaire and submit with your proposal.

1. Will you be able to meet specified delivery hours? ☒ Yes No
2. Will you be able to meet the number of deliveries per week? ☒ Yes No
3. Will there be a minimum case or dollar value required per stop? If so, what is the minimum NO number of cases \_\_\_\_\_ or minimum dollar value? \$ \_\_\_\_\_ per delivery site.
4. What system do you have to provide monthly summary documents?

We have the capabilities of running these reports monthly, quarterly and or Yearly. Reports include Velocity, sustainability, weekly updates and origins. Reports are available to each district and can be generated automatically via email on specific day/time.

5. How many days lead time do you require for an order? 5 days for IW items
6. How many refrigerated delivery trucks do you have? 75 delivery trucks with lift gates
7. How many refrigerated trucks have lift gates? 75 delivery trucks with lift gates
8. What is your procedure for notifying the customer of shortages and/or substitutions?

notification of a shortage/substitution will be given to point of contact at district level for approval.

In the event of a product shortage, product will be replaced same day or next day depending on the needs of the district.

9. What systems do you have in place to fill emergency orders?

Sunrise Produce will go to great lengths to accommodate any emergency orders with a same day or next day delivery .

10. How many years has company been in the produce business? we have been in business since 1991
11. What percentage of items in Table 1 do you currently carry? 100% of the items

12. Is vendor an approved distributor for USDA Foods?

☒ Yes

No

13. Please provide an overview of your reporting system. Does vendor have the capability to provide sales reports via website/online or electronically?

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We have the capabilities of running these reports monthly, quarterly and or Yearly. Reports include Velocity, sustainability, weekly updates and origins. Reports are available to each district and can be generated automatically via email on specific day/time.

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14. Please describe your product recall procedures.

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We will immediately notify and assemble the recall team. The responsibility of each recall team member is outlined in the attached Total Traceability and Recall program.

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**MORENO VALLEY UNIFIED SCHOOL DISTRICT**

See Attached

**SCHOOL DISTRICT REFERENCES**

**Fresh & Processed Produce**

**Firm Title** Loewy Enterprises dba Sunrise Produce **Signature** 

List a minimum of three (3) references for contracts you have completed in the last three (3) years that are of similar scope and complexity:

District Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

District Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

District Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

*See Attached*

## List of References

Identify a contact person and information for five (5) school districts or public entities to which your company has provided fresh produce within the past five years. Please provide current contact information.

Failure to complete and return this attachment will cause your proposal to be rejected.

<b>Reference 1</b>		
Organization's Name: Santa Ana USD		
Street Address: 1601 E. Chestnut Ave		
City: Santa Ana	State: CA	Zip Code: 92701
Contact Person: Josh Goddard	Contact Title: Interim Director	Contact Phone Number: 714-431-1902
Email Address: Josh.Goddard@sausd.us		
Brief Description of Services Provided: Providing our Customers with Fresh Fruits and Vegetables to meet districts menu needs.		
Dates of Service: 2017-Current		
Contract Amount: \$3,000,000.00		
<b>Reference 2</b>		
Organization's Name: Chaffey Joint Union High SD		
Street Address: 211 West Fifth Street		
City: Ontario	State: CA	Zip Code: 91762
Contact Person: Debbie Beeson	Contact Title: Director of Nutrition Services	Contact Phone Number: 909-460-5643
Email Address: Debbie.Beeson@cjuhsd.net		
Brief Description of Services Provided: Providing our Customers with Fresh Fruits and Vegetables to meet districts menu needs.		
Dates of Service: 2012-Current		
Contract Amount: \$340,000.00		
<b>Reference 3</b>		
Organization's Name: Fontana Unified SD		
Street Address: 9680 Citrus Ave		
City: Fontana	State: CA	Zip Code: 92335

**VENDORS  
MUST PROVIDE  
THE LATEST  
HEALTH DEPARTMENT  
REPORT  
OF YOUR FACILITIES & FOOD  
SAFETY PLAN**

(See Section VII. Sanitation Product Quality)

### USDA Nondiscrimination Statement

SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

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

This institution is an equal opportunity provider.



## U. S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)


- (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.

Moreno Valley USD  
Organization Name

RFP# 20-21-18 Fresh and Processed Produce  
PR/Award Number or Project Name

Loewy Enterprises dba Sunrise Produce  
Name and Title of Authorized Representative

David Sapia President

  
Signature

May 18, 2021  
Date

## **INSTRUCTIONS FOR CERTIFICATION**

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

## CERTIFICATION REGARDING LOBBYING

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

### **Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts** Exceeding \$100,000 in Federal Funds

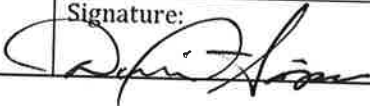
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails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

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

- 1.) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

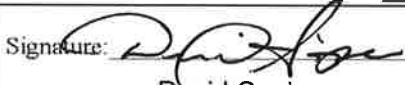
Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

**OR**

Names of Food Service or Vendor/Contractor Loewy Enterprises dba Sunrise Produce		
Printed Name and Title: David Sapia President	Signature: 	Date: May 18, 2021

N/A

**DISCLOSURE OF LOBBYING ACTIVITIES****Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

1.) Type of Federal Action: a. Contract b. Grant <input type="checkbox"/> a c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance		2.) Status of Federal Action: a. Bid/Offer/Application b. Initial award <input type="checkbox"/> a c. Post-award		3.) Report Type: a. Initial filing <input type="checkbox"/> a b. Material change FOR MATERIAL CHANGE ONLY: Year: n/a Quarter:	
4.) Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____ if known Congressional District, if known:			5.) If Reporting Entity in No. 4 is Sub-awardee, Enter Name And Address of Prime: Congressional District, if known:		
6.) Federal Department/Agency:			7.) Federal Program Name/Description: CFDA Number, if applicable:		
8.) Federal Action Number, if known:			9.) Award Amount, if known: \$		
10a) Name and Address of Lobbying Entity (if individual, last name, first name, MI)			10b) Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11.) Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			12.) Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other, specify: _____		
13.) Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: Nature _____ Value _____					
14.) 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.) If necessary was a continuation sheet attached for 10a, 10b or 14? <input type="checkbox"/> Yes <input type="checkbox"/> no					
16.) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: David Sapia Title: President Telephone No: ( 800) 834-4926 Date: May 18, 2021		
Federal Use Only:			Authorized for local reproduction Standard Form - LLL		

**NON-COLLUSION DECLARATION**

**ATTACHMENT NO. 4 TO BID FORM**

The undersigned declares:

I am the President [Title] of Loewy Enterprises dba Sunrise Produce [Name of Company], 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 May 18, 2021 [Date], at Fullerton [City], California [State].

Signed:  \_\_\_\_\_

Typed Name: David Sapia \_\_\_\_\_

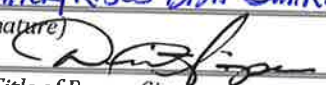
**IRAN CONTRACTING ACT CERTIFICATION**  
**(California Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

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

Vendor Name/Financial Institution (Printed) <i>Loewy Enterprises DBA Sunrise Produce</i>		Federal ID Number (or n/a) 95-4443873
By (Authorized Signature) 		
Printed Name and Title of Person Signing David Sapia President		
Date Executed May 18, 2021	Executed in Fullerton California .	

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Signing		Date Executed

### Clean Air and Water Certificate

Applicable if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the CACFP Sponsor and the Vendor (offeror) shall execute this Certificate.

Loewy Enterprises dba Sunrise Produce  
Name of Vendor

Gerson De Paz  
Name of Sponsor

**THE VENDOR AGREES AS FOLLOWS:**

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

**THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

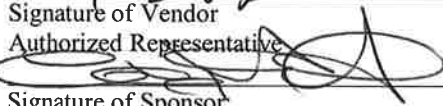
E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Vendor.

  
Signature of Vendor  
Authorized Representative

President  
Title

May 18, 2021  
Date

  
Signature of Sponsor  
Authorized Representative

Director of Operations  
Title

May 18, 2021  
Date

**CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (1) 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;
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - The availability of drug counseling, rehabilitation and employee- assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations;
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

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

Loewy Enterprises dba Sunrise Produce    David Sapia    President  
\_\_\_\_\_  
CONTRACTOR

By:   
\_\_\_\_\_  
Signature

May 18, 2021  
\_\_\_\_\_  
Date





Local and Sustainable Program



# FARMERS' MARKET AVAILABILITY

5/21/2021 - 5/24/2021



## Costata Romanesco Summer Squash

16838 | \$39.00 | 10LB

Costata Romanesco is an Italian heirloom squash that is recognizable by its distinctive outer skin. Its body is lined lengthwise with dark and light green stripes and a pale green to white speckled overlay. Rather than smooth, traditional zucchini, the Costata Romanesco has prominent ribs running from stem to blossom end.

Like many summer squash varieties, the skin of Costata Romanesco squash is delicate enough to consume and offers an exquisite summer squash texture and flavor with nut-like notes and a lingering sweet taste.

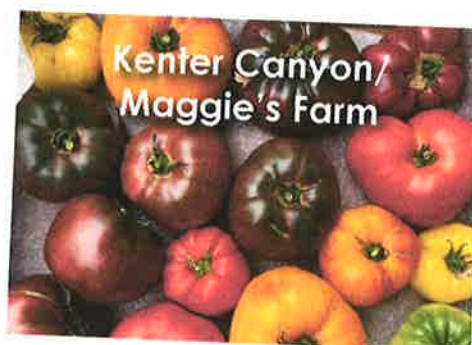


## Tulare Cherries

16839 | \$100.00 | 12PT

A cousin to the popular Bing cherry, Tulare cherries are prized for their sweet, juicy flavor and firm texture.

Tulare cherries have a deep red outer skin with occasional blushes of light magenta. The smooth crack-resistant exterior has a snappy texture when bitten into. The flesh is quite firm but may be considered a bit soft when compared to the Bing. The juicy consistency of the inner pulp offers all of the bright and tangy flavors one looks for in a classic sweet cherry variety.



## Heirloom Tomatoes

16837 | \$50.00 | 10LB

Varying widely in size, shape, color and taste, heirloom tomatoes are quite different in appearance from common tomatoes. Most are fragile, with few seeds, meaty flesh and a thin skin. This thin skin, however, is what gives the tomato a higher sugar content and excellent flavor. Grown in Sun Valley by Kenter Canyon Farms/Maggie's Farm.



## Champagne Coral Cherries

16840 | \$100.00 | 12PT

The Champagne Coral is a sweet cherry variety that came out of the University of California's sweet cherry breeding program at Davis illustrates the time it can take before new varieties take root and the sometimes circuitous route to popularity. The fruit of Coral Champagne cherry trees is exceptionally attractive, with shiny dark flesh and a deep coral exterior. The cherries are sweet, low-acid, firm and large, and rank in the top three varieties of cherries exported from California.



## Red Sweet Crisp Lettuce

8908 | \$41.60 | 24CT

Red Sweet Crisp lettuce may have the appearance of a sea vegetable with its pointy red frills, but it's actually a small lettuce from the Salanova family.

Sweet in flavor with an iceberg-like texture, Red Sweet Crisp definitely offers the versatility, efficiency, and high yields expected from Salanova Lettuces.

Organically grown in Santa Ynez by The Garden Of...



## Asian Misome Spinach

16367 | \$31.20 | 3LB

This is a new type of Japanese all-season green resulting from a cross between Komatsuna and Tatsoi.

This versatile, uniform, and hardy green grows upright. The 10" tall plant produces tender, thick, savoyed, deep green leaves

Misome is a very pleasant tasting green, even when eaten raw. It has a faint bitterness, with a subtle mustard green flavor.

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC  
BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT'S Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Loewy Enterprises dba Sunrise Produce    David Sapia    President

CONTRACTOR

By:   
Signature

May 18, 2021

Date





## **Pricing Methodology:**

### **Grower Direct Contracting:**

Farming Partnerships will be the most important step for "Growing" your program. Our Grower Direct Procurement will provide your district with the consistency necessary to elevate quality, price, and volume, enhancing your program at every level. Sunrise Produce is in a position to develop and manage the following:

- Coordinate local seasonal fruit and vegetable procurement through qualified reputable growers.
- Establish partnerships with local qualified growers through volume commitments.
- Ensure product cost guarantees by contracting and committing to specific products in advance.
- Establish long-term seasonal contracts to ensure stabilized food costs and guarantee product supply.
- Work with District Operators in product volume commitments for advance purchasing and coordination of menu designs.

### **Product Evaluation & Forecasting:**

Sunrise Produce is committed to providing your organization with the freshest fruits and vegetables available. Seasonal menu designs, product specifications and forecasting will be instrumental to a successful program. As produce specialists, it is our job to continue the education of produce, providing your district operators with the following:

- Monthly Specification Reviews: Evaluation of product selection (specification) for the specific application.
- To help ensure efficiencies in product costs, yields, flavor/taste and maximize overall consumption.
- Annual menu planning and design for fresh seasonal fruits and vegetables with monthly seasonal commitments.
- Provide a Monthly Seasonal Chart in coordination with menu designs; outlining a list of designated product specifications for the month and year.
- Provide alternative product specification solutions in the event of extreme market conditions.

### **"Out of Season"**

- **Sunrise is providing Fixed and Monthly Seasonal pricing to achieve the best food cost through the school year.** These items are identified with an asterisk. Produce is a commodity that can change as Seasons change. There are many produce items that are available through every season and Sunrise prides itself on providing annual contracts on these items outside of any "Acts of God". Sunrise will partner with your district and offer monthly recommendations on commodities that may change as the Season change. Sunrise Produce will work with your Food service Team to support menuing fruit and vegetables that are In Season.

Force Majeure - The parties' performance under this agreement is subject to "Force Majeure" or "Acts of God" and shall not be liable for failing to perform under this contract if such failure is caused due to strikes, work stoppages or other labor difficulties; fires, floods, or other catastrophic Acts of God (other catastrophic Acts of God shall be defined as industry-wide disasters whereupon all industry related companies mutually share in the disaster equally to or worse than contracted parties); transportation delays; acts of government or any other similar cause beyond the reasonable control of the party. The party affected by such event shall notify the other party of the probable extent to which the affected party will be delayed or unable to perform and both parties shall either be excused from performing hereunder while the event exists or they shall mutually arrange alternative product delivery schedules, suitable to the circumstances.

# Meet Your Farmer

## PUDWILL BERRY FARMS

Pudwill Farms is located approximately 80 miles North of Santa Barbara in the town of Nipomo. Starting out as a

turkey ranch, turkeys were raised on the property continuously for many years. Thanks to the efforts of millions of turkeys, when Pudwill Berry Farms took over, they were gifted with extremely fertile soil that allowed them to grow many kinds of berries and other fruits.

Starting out Pudwill Farms focused on growing raspberries as a seasonal crop but as their success with raspberries grew, so did their varieties. Today, Pudwill Berry Farms grows Blueberries, Blackberries and every color of raspberry imaginable. Also, many other lesser known types of berries.

The goal at Pudwill Farms is to provide the most flavorful fruit and berries year-round. They are always looking for new fruit varieties or even old ones that need rediscovering.

[www.pudwillberryfarms.com](http://www.pudwillberryfarms.com)



**Jimmy Powell and Randy Pudwill of Pudwill Berry Farms**



**Pyong Yum Song of Pudwill Berry Farms**



**In loving memory of Randy Pudwill**



# CERTIFIED ORGANIC FARMS



Sonoma & Riverside County

Item	Item Code	Pack
Agretti	16769	1 LB
Arugula, Rucola	15930	3 LB
Braising Mix	15738	5 LB
Chard, Erbette	15742	24 CT
Chard, Green	15741	24 CT
Chard, Rainbow	15743	24 CT
Kale, Lacinato	15754	24 CT

Item	Item Code	Pack
Lettuce, Baby Mixed Heads	15763	2 LB
Lettuce, Frisee	15764	12 CT
Lettuce, Lollo Rosa	15765	24 CT
Spinach, Bloomsdale Bunched	15783	24 CT
Turnips, Hinona Kabu	15787	24 CT



Santa Barbara County

Item	Item Code	Pack
Artichokes, Med	16123	20 LB
Fennel	15568	20 LB
Peas, Sugar Snap	16045	10 LB
Squash, Yellow	16780	20 LB
Zucchini, Green	16779	20 LB



Erbette Chard

Item	Item Code	Pack
Strawberries, Gaviota HB	16004	8/1 LB



Ventura County



San Bernardino County

Item	Item Code	Pack
Beets, Baby Chiogga	15733	24 BU
Beets, Baby Gold	15734	24 BU
Beets, Red Baby	15736	24 BU
Carrots, Rainbow	8272	24 BU



Rainbow Carrots



Gaviota Strawberries

# The Garden Of...



## Santa Barbara County

Item	Item Code	Pack
Arugula	8782	3 LB
Arugula Italian	15270	24 BU
Chicory, Treviso	16778	24 CT
Kale, Chidori	15271	3 LB
Lettuce, Mixed Gem	8713	24 CT
Lettuce, Newham	8856	24 CT
Lettuce, Red Oak Rutelai	8603	24 CT

Item	Item Code	Pack
Lettuce, Salanova Mix w/ Sweet Crisp	8585	24 CT
Lettuce, Skyphos Red Butter	8661	24 CT
Lettuce, Speckled Romaine	8824	24 CT
Lettuce, Sweet Crisp Red	8908	24 CT
Radicchio, Castelfranco	16465	24 CT
Spinach, Asian Misome	16367	3 LB
Spinach, Young Savoy with Root Tip	16368	10 LB
Turnips, Hakkurei	10131	24 BU
Yu Choi	8504	24 BU

Maggie's  
Farm &



Los Angeles County

Item	Item Code	Pack
Chicory, Treviso	8654	5 LB
Herb, Mint Chocolate	8339	1 LB
Herb, Savory	8931	1 LB
Herb, Sorrel	8846	1 LB
Herb, Tarragon Texas	9284	1 LB
Lettuce, Charger Mix	8360	3 LB
Lettuce, Escarole	8520	5 LB
Lettuce, Frisee	8718	5 LB
Lettuce, Radicchio	8434	5 LB
Lettuce, Winter Mix	8538	3 LB
Squash, Costata Romanesco	16838	10 LB
Tomatoes, Heirloom Mixed	16837	10 LB



Kern County

Item	Item Code	Pack
Blueberries, Green	16519	12 PT
Cherries, Arven Glen	16513	12 PT
Cherries, Arven Glen	16516	10/1 LB
Cherries, Brooks	16515	12 PT
Cherries, Brooks	16517	10/1 LB
Cherries, Champagne Coral	16840	12 PT
Cherries, Champagne Coral	16943	10/1 LB
Cherries, GG1	16676	12 PT
Cherries, GG1	16677	10 LB
Cherries, Green	16685	12 PT
Cherries, Green	16684	10/1 LB
Cherries, Royal Hazel	16681	12 PT
Cherries, Royal Hazel	16682	10/1 LB

Item	Item Code	Pack
Cherries, Royal Lin	16675	12 PT
Cherries, Royal Lin	16677	10/1 LB
Cherries, Royal Rainier	16641	12 PT
Cherries, Royal Ranier	16683	10/1 LB
Cherries, Royal Tioga	16676	12 PT
Cherries, Royal Tioga	16678	10/1 LB
Cherries, Sequoia	16680	12 PT
Cherries, Sequoia	16679	10/1 LB
Cherries, Tulare	16839	12 PT
Cherries, Tulare	16842	10/1 LB
Mulberries, White Persian	16686	12 PT
Mulberries, White Persian	16686	12 PT



# PUDWILL BERRY FARMS

Item	Item Code	Pack
Blackberries	8763	12 PT
Blueberries	8780	12 PT
Mixed Berries	8690	12 PT
Raspberries	9288	12 PT

San Luis obispo County



Raspberries



Baby Fava Beans

Item	Item Code	Pack
Beans, Baby Fava	15849	5 LB
Fava Bean Tendrils	16121	6 BU
Fava Bean Tendrils	16161	12 BU
Pea Tendrils	16211	6 BU
Peas, Sugar Snap 2 Peas	16409	10 LB



San Luis obispo County

## JJ's Lone Daughter Ranch

San Bernardino County



Kern County

Item	Item Code	Pack
Mulberries, Pakistan	16584	12 PT
Oranges, Cara Cara	15777	10 LB
Oranges, Valencia	9719	10 LB



Cara Cara Oranges

Item	Item Code	Pack
Corn, Dry Milled for Polenta	16358	25 LB
Corn, Nothstine Dent Corn	16357	25 LB
Flour, Century Wild Rye	16351	25 LB
Flour, Red Fife	16350	25 LB
Flour, Rouge de Bordeaux	16352	25 LB
Flour, Sonora White	16349	25 LB
Grain, Century Wild Rye	16355	50 LB
Grain, Durum	16354	50 LB
Grain, Red Fife	16353	50 LB
Grain, Rouge de Bordeaux	16356	50 LB



Tango Tangerines

## Schaner Farms

San Diego County

Item	Item Code	Pack
Herb, Lavendar	16415	6 BU
Herb, Marjoram	16343	6 BU
Herb, Rosemary	16416	6 BU
Onions, Cippolini	16411	5 LB
Onions, Red	16412	25 LB
Onions, Yellow	16413	25 LB
Oranges, Valencia	16417	40 LB
Squash, Tahitian	16414	30 LB
Tangelos	16418	20 LB
Tangerines, Tango	15947	20 LB



# Juicy Fruit Farm

Fresno County

Item	Item Code	Pack
Apricots, Kylesse	16690	FLT

# Regier Family Farms

Tulare County

Item	Item Code	Pack
Apricots, Castlebrite	16784	FLT
Nectarines, Honey May	16689	FLT
Peaches, White Snow Angel	16642	FLT
Peaches, Yellow	16783	FLT



Honeydew Radish

# Valdivia Farms

San Diego County

Item	Item Code	Pack
Beans, Fava	16325	10 LB
Flower, Squash Blossom	16781	5 LB
Radishes, Honeydew	15442	12 BU
Radishes, Purple Ninja	15329	12 BU
Squash, Baby w Blossom	16585	100 CT
Tomato, Cherry Heirloom Valdivia	16212	10 LB
Tomato, Heirloom Valdivia	8885	10 LB

# 7 Hot Dates

Riverside County

Item	Item Code	Pack
Dates, Halawy	7669	1 LB
Dates, Honey	7751	1 LB
Dates, Khadrawy	7695	1 LB
Dates, Medjool Pitted	7670	1 LB

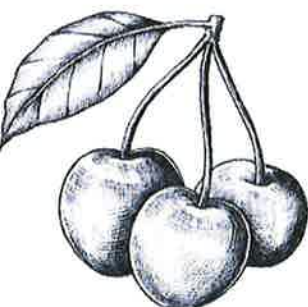


Khadrawy Dates

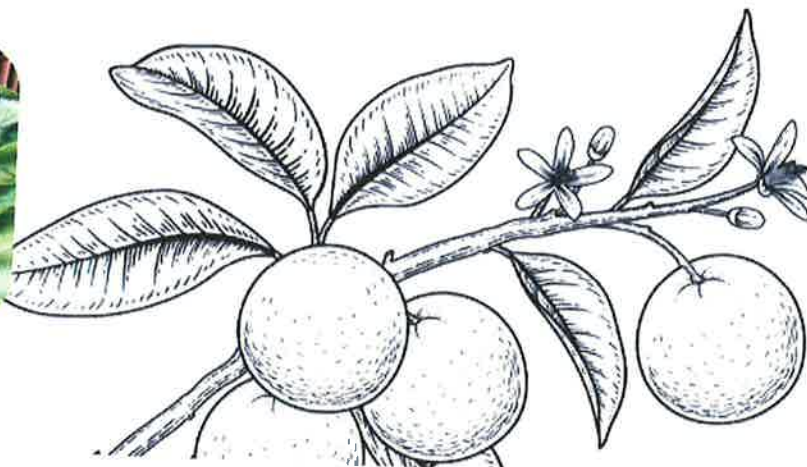
# Yasutomi Farms

Los Angeles County

Item	Item Code	Pack
Bok Choy, Baby	8285	24 CT
Green Onion, Baby	8286	24 BU
Komatsuna	8812	24 BU
Mizuna	8303	24 BU



Komatsuna



# MUD CREEK RANCH Ventura County

Item	Item Code	Pack
Avocados, Hass	16771	10 LB
Avocados, Hass	16511	25 LB
Grapefruit, Oro Blanco	15748	25 LB
Grapefruit, Rio Red	16192	28 LB
Grapefruit, Star Ruby	16193	28 LB
Lemon, Orange Varigated	16775	30 LB
Lemons, Eureka	15761	35 LB

Item	Item Code	Pack
Lime, Calamonsi	15767	5 LB
Mandarin, Daisy	16772	25 LB
Mandarin, Gold Nugget	16077	25 LB
Mandarin, Honey	16773	25 LB
Mandarin, Kinnow	16774	25 LB
Marakeesh Limeonetta	15775	10 LB



Ventura County

Item	Item Code	Pack
Beets, Chiogga	9827	24 BU
Beets, Gold	9781	24 BU
Beets, Gold Large	15758	12 BU
Chard, Green	8475	12 BU
Chard, Red	8544	12 BU
Kale, Black Tuscan	8497	24 CT
Strawberries, Albion	9453	12 PT
Tomatoes, Cherry Heirloom Mixed	16687	12 PT
Tomatoes, Sungold	16047	12 PT



Albion Strawberries



Santa Barbara County

Item	Item Code	Pack
Artichokes, Baby Lyon	16304	10 LB
Artichokes, Lyon	16302	10 CT
Asparagus, Unsorted	16301	10 LB



Heirloom Desert Sunset Garlic

## MILLIKEN FAMILY FARMS

Santa Barbara County

Item	Item Code	Pack
Broccolini	16188	10 LB
Garlic, Heirloom Desert Sunset	16190	3 LB
Kohlrabi, Green	16770	20 CT
Leeks, Baby French Market	16195	12 BU
Leeks, King Richard	16196	12 CT
Onions, Purple Spring	16162	24BU
Onions, Red Gems	16197	20 LB

Item	Item Code	Pack
Onions, Yellow Walla Walla	16198	20 LB
Potatoes, Japanese Sweet	16202	20 LB
Romanesco	15567	10LB
Shallots, Dry	16209	10 LB
Shallots, Spring	16210	12 BU



# WEISER FAMILY



## Kern County

Item	Item Code	Pack
Beets, Gold	16588	10 LB
Beets, Red	16586	10 LB
Broccoli, Baby	9127	5 LB
Carrots, Mixed	15493	10 LB
Carrots, Nantes	15490	12 BU
Carrots, Purple Topless	15492	10 LB
Carrots, Red	15634	10 LB
Carrots, Yellow Topless	15491	10 LB
Celery, Pink	16468	12 BU
Kale, Scarlet	16466	12 CT
Potatoes, Amarosa, Fingerling	15383	10 LB
Potatoes, Magic Myrna Alaskan	16782	10 LB
Potatoes, Mixed, Fingerling	16203	50 LB
Potatoes, Mixed, PeeWee	8430	50 LB

Amarosa Fingerlings



Item	Item Code	Pack
Potatoes, Purple Fingerling	16204	50 LB
Potatoes, Russian Banana Fingerling	16205	10 LB
Potatoes, Russian Banana Fingerling	16207	50 LB
Potatoes, Russian Banana PeeWee	16208	10 LB
Potatoes, Russina Banana PeeWee	16206	50 LB
Potatoes, Satina B	8524	10 LB
Spinach, Bloomsdale	9853	5 LB
Sunchokes	15496	10 LB
Turnip, Milan Purple Top	16467	12 BU

## Coleman Family Farms

### Santa Barbara County

Item	Item Code	Pack
Borage Leaves	16187	10 LB
Celtuce	8559	10 LB
Chicory, Dandelion - Green	8514	12 CT
Flower, Borage Blue	8640	Clam
Flower, Broccoli	16279	6 BU
Flower, Cilantro	16674	6 BU
Flowers, Calendula	16342	Clam
Herb Mint Persian	8468	6 BU
Herb, Bay Leaf	16341	1 LB
Herb, Garlic Chive	16120	6 BU
Herb, Lamb's Quarters	16673	12 BU
Kale, Red Russian	8304	12 BU
Lettuce, Freckles	16656	24 CT
Lettuce, Green Butter	16657	24 CT
Lettuce, Little Gem	16658	24 CT
Lettuce, Lolla Rossa	16659	24 CT
Lettuce, Lolla Verde	16660	24 CT
Lettuce, Perilla	16661	24 CT
Lettuce, Pirat	16662	24 CT

Item	Item Code	Pack
Lettuce, Red Oak	16663	24 CT
Lettuce, Red Romaine	16664	24 CT
Lettuce, Rojo	16665	24 CT
Lettuce, Salanova Green Mix	16667	24 CT
Lettuce, Salanova Red Mix	16668	24 CT
Lettuce, Sierra	16666	24 CT
Lettuce, Simpson	16669	24 CT
Lettuce, Sword Leaf	16360	12 BU
Lettuce, Vulcan	16670	24 CT
Loquats	16734	10 LB
Peas, Snow Purple	16508	5 LB
Radish, Easter	8461	12 BU
Radish, French Breakfast	9282	12 BU
Radish, Shunkyo	16671	12 BU
Spigarello Curly	8308	12 BU
Spigarello Flat	8325	12 BU
Spinach, New Zealand	16344	12 BU
Stinging Nettles	16359	12 BU



Celtuce



Energy Bee Farm Honey

Item	Item Code	Pack
Honey, Buckwheat	16164	64 OZ
Honey, Orange Blossom	16194	64 OZ
Honey, Sage	16163	64 OZ



Tulare/LA/Fresno



Ventura County

Item	Item Code	Pack
Tangeines, Ojai Pixie	16168	25 LB



Ojai Pixie Tangerines

Find your order guide [HERE](#)



Please have all Farmers Market orders submitted before Monday at 9am. All orders will be picked up on Wednesday and delivered on the next scheduled delivery day.

If you have any questions, please reach out to our Farmers Market Specialist:  
Gilbert Trejo | Gtrejo@sunriseproduce.com | 323.907.3890





License and Certificates





**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)

[Login.gov FAQ](#)

**ALERT** - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more changes to the notarized letter review process and other system improvements.

**ALERT** SAM.gov will be down for scheduled maintenance Saturday, 04/13/2019, from 8:00 AM to 2:00 PM (EDT).

## Entity Dashboard

### Entity Overview

### Entity Registration

#### Core Data

#### Assertions

#### Reps & Certs

#### POCs

### Exclusions

#### Active Exclusions

#### Inactive Exclusions

#### Excluded Family Members

[RETURN TO SEARCH](#)

Loewy Enterprises  
DUNS: 787582469 CAGE Code: 4S6A9  
Status: Active  
Expiration Date: 02/28/2020  
Purpose of Registration: All Awards

500 BURNING TREE RD  
FULLERTON, CA, 92833-1400 ,  
UNITED STATES

### Entity Overview

#### Entity Registration Summary

Name: Loewy Enterprises  
Doing Business As: Sunrise Produce Company  
Business Type: Business or Organization  
Last Updated By: Lisa Marquez  
Registration Status: Active  
Activation Date: 02/28/2019  
Expiration Date: 02/28/2020

#### Exclusion Summary

Active Exclusion Records? No



IBM-P-20190315-1318  
WWW3

<a href="#">Search Records</a>	<a href="#">Disclaimers</a>	<a href="#">FAPHS.gov</a>
<a href="#">Data Access</a>	<a href="#">Accessibility</a>	<a href="#">GSA.gov/IA</a>
<a href="#">Check Status</a>	<a href="#">Privacy Policy</a>	<a href="#">GSA.gov</a>
<a href="#">About</a>		<a href="#">USA.gov</a>
<a href="#">Help</a>		

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.





# Registration of Food Facility

Registration #16662100128

## U.S. Food and Drug Administration (FDA)

Sunrise Produce Company is registered and is in full compliance of all U.S. Food and Drug Administration systems to support The Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) which directs the Food and Drug Administration (FDA), as the food regulatory agency of the Department of Health and Human Services, to take steps to protect the public from a threatened or actual terrorist attack on the U.S. food supply and other food-related emergencies. To carry out certain provisions of the Bioterrorism Act, FDA established regulations requiring that:

1. Food facilities register with FDA, and FDA be given advance notice on shipments of imported food.
2. These regulations became effective on December 12, 2003.

**FFRM** Food Facility  
Registration Module

[» FURLS Home](#)  
[» FFRM Home](#)

Get Help ?

Your account has access to the following registrations. Please click on a registration number to select a registration for update.

Page 1 of 1

Reg No.	Facility Name
16662100128	Sunrise Produce Company

Facility Street Address
500 Burning Tree Rd, Fullerton, CA, 92833, UNITED STATES

**STATE OF CALIFORNIA  
DEPARTMENT OF FOOD AND AGRICULTURE  
MARKET ENFORCEMENT BRANCH**

1220 N Street  
Sacramento, California 95814  
(916) 900-5016

Loewy Enterprises  
500 Burning Tree Road  
Fullerton, CA 92833

License Number: 20944  
Expiration Date: 5/31/2021

DBA: Sunrise Produce

You are licensed under the Produce Dealers Act  
As a Dealer since 6/1/2011

THIS CERTIFIES THAT THE ABOVE NAMED ENTITY IS LICENSED TO  
PURCHASE CALIFORNIA FARM PRODUCTS AND AGREES TO ABIDE BY

ALL PROVISIONS OF DIVISION 20, CHAPTERS 6 AND 7 OF THE  
CALIFORNIA FOOD AND AGRICULTURAL CODE

**BUSINESS STRUCTURE**

Carone, Paul (Officer)

♦♦♦♦ POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW ♦♦♦♦  
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE  
SEE BACK FOR IMPORTANT RENEWAL INFORMATION



## BUSINESS LICENSE CERTIFICATE

This certificate is to be displayed at your place of business. It is issued without verification that the holder is subject to or exempt from licensing by the State of California. This certificate does not constitute a permit to operate a business in violation of any law or ordinance.

Business Name: **SUNRISE PRODUCE COMPANY  
LOEWY ENTERPRISES**

Business Location: **500 BURNING TREE RD  
FULLERTON CA 92833-1400**

Business Phone: **(323)726-8789**

Owner / Officer: **PAUL CARONE  
PRESIDENT**

Business Type: **SERVICE**



## CITY OF ORANGE

300 E. Chapman Ave  
Orange, CA 92866  
(714) 744-2270  
[www.cityoforange.org](http://www.cityoforange.org)

Business License Number:

**174746**

Expiration Date:

**07/31/2021**

Opening Date: 08/01/2014

Business Description:  
Delivery

Conditions / Remarks:  
PRODUCE DELIVERY

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE



**STATE OF CALIFORNIA**  
**DEPARTMENT OF PUBLIC HEALTH**  
**FOOD AND DRUG BRANCH**

**PROCESSED FOOD REGISTRATION**

**LOEWY ENTERPRISES**  
**SUNRISE PRODUCE CO**  
**500 BURNING TREE ROAD**  
**FULLERTON, CA 92833**

**REGISTRATION NUMBER: 77747**  
**EXPIRATION DATE: 3/8/2022**

THE PERSON NAMED HEREIN IS REGISTERED TO MANUFACTURE, PACK, OR HOLD PROCESSED FOOD 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





**ENVIRONMENTAL HEALTH**

CLAYTON CHAU, MD, PhD  
DIRECTOR

STEVE THRONSON  
DEPUTY AGENCY DIRECTOR  
REGULATORY/MEDICAL  
HEALTH SERVICES

CHRISTINE LANE, REHS  
DIRECTOR  
ENVIRONMENTAL HEALTH

LOEWY ENTERPRISES  
500 BURNING TREE RD  
FULLERTON, CA 92833

MAILING ADDRESS  
1241 EAST DYER ROAD, SUITE 120  
SANTA ANA, CA 92705-5611  
TELEPHONE: (714) 433-6000  
FAX: (714) 754-1732  
EMAIL: shealth@ochca.com

Dear Owner/Operator:

Below is your health permit. Please detach it and post it in a conspicuous place at your facility. This permit is valid for the location, type of business, and owner noted unless suspended or revoked. Health Permits are not transferable nor refundable. This permit is not valid for any off-site operations. Health Permits are issued on an annual basis upon payment of all health service fees owed. Your Health Permit will expire on the date listed below. This permit becomes void and invalid in the event of a change of ownership, unpaid balances on any invoice, or if the permit is suspended or revoked.

**BILLS WILL BE SENT TO:**

LOEWY ENTERPRISES  
500 BURNING TREE RD  
FULLERTON, CA 92833

PLEASE NOTE CORRECTED ADDRESS INFORMATION BELOW AND MAIL OR E-MAIL US AT ADDRESS ABOVE

**THIS PERMIT MUST BE POSTED IN A CONSPICUOUS LOCATION**

Permits to operate are NOT TRANSFERABLE NOR REFUNDABLE.  
This permit is valid for the noted owner, location, and type of business only.

ENVIRONMENTAL HEALTH  
1241 EAST DYER ROAD, SUITE 120, SANTA ANA, CA 92705-5611  
(714) 433-6000



Type of Business: PACKAGED WAREHOUSE 30000+ SQ FT - WHOLESALE (0904)

Owner: LOEWY ENTERPRISES

Name of Business: SUNRISE PRODUCE CO

Location: 500 BURNING TREE RD  
FULLERTON, CA 92833

Record ID: PR0000622

**EXPIRES MAY 2021**

Permits are valid until the last day of the month listed above



Food Safety Programs









INSPECTION REPORT

FACILITY NAME SUNRISE PRODUCE CO		FACILITY ADDRESS 500 BURNING TREE RD, FULLERTON, CA 92833	
MAILING ADDRESS 500 BURNING TREE RD FULLERTON, CA 92833		IDENTIFIER None	
C/O - OWNER LOEWY ENTERPRISES		RESULT NOT APPLICABLE	
FACILITY ID FA0000622	RELATED ID PR0000622	SERVICE A01 - ROUTINE INSPECTION	INSPECTION DATE 2/3/2020
PROGRAM DESCRIPTION 0904 - PACKAGED WAREHOUSE 30000+ SQ FT		REINSPECTION DATE: NEXT ROUTINE	

Items noted below were observed during the course of this inspection. Any violations observed must be corrected. Failure to correct the listed violation(s) prior to the designated compliance date may necessitate a reinspection at an additional fee.

OPENING COMMENTS

WW00 - OPENING COMMENTS

The purpose of this visit was to perform a routine inspection. Inspection was performed with Gerson De Paz (Director of Operations).

Observed product being broken down and repackaged, this defines the facility as a packing shed and the facility will be reidentified as such. Please be aware that this may change the cost of the annual permit fee.

The below noted violation(s) represent violation(s) of the Food Sanitation Act (FSA) or County Ordinance as adopted by the City

WW41 - JANITORIAL FACILITIES - SUPPLIES/EQUIPMENT (FSA, GMP)

Facility is lacking a dedicated mop sink for janitorial use. Existing floor basin present in the warehouse with hand sinks next to it. Recommended making that sink the mop sink by installing a faucet with an integrally installed atmospheric vacuum breaker.

WW46 - LACK OF SIGNAGE (SHERMAN LAW)

Observed packaged tortillas being distributed individually missing required labeling. Ensure all packaged product is properly labeled with all required information including nutritional facts, ingredients, net weight and the location of processing.

WW50 - WALLS, CEILING, FLOORS UNSANITARY/IN DISREPAIR (INCLUDING PROCESSING ROOM DOOR) (FSA)

Observed food debris on the floor in the dry warehouse. Ensure all debris is cleaned up immediately in order to help prevent harborage of vermin.

SIGNATURE(S) OF ACKNOWLEDGEMENT

NAME:  
TITLE:

Signing for the receipt of the above report is not an admission of the facts of the violations set forth herein.

INSPECTOR:

S WELCH, REHS  
ENVIRONMENTAL HEALTH SPEC II  
(714) 559-0844  
Swelch@ochca.com



FDA

U.S. Food and Drug Administration  
Food Facility Registration

Date: 04/09/2019 11:00:51

Is this facility engaged in the manufacturing/processing, packing, or holding of food for human or animal consumption in the United States?  
Yes No

Section 1: Type of Registration

Facility Location: Domestic Registration

Initial Registration 17624263344 Pin No jADdA037

Are you the new owner of a previously registered facility?

Yes No

Previous Owner's Title:  
Previous Owner's Name:  
Previous Owner's Registration Number:

Section 2: Facility Name/Address Information

Facility Name  
Sunrise Produce Company

Telephone Number  
001 213 6760727

Facility Name Suffix  
Company

Fax Number

Facility Street Address, Line 1  
500 Burning Tree Rd

E-Mail Address  
gdepaz@sunriseproduce.com

Facility Street Address, Line 2

City  
Fullerton

State/Province/Territory  
California

Zip/Postal Code  
92633-1400

Country/Area  
UNITED STATES

Section 3: Preferred Mailing Address Information

Complete this section if different from Section 2 Facility Name/Address Information (OPTIONAL)

Is the preferred mailing address the same as the facility address (Section 2)? Yes

Name  
Sunrise Produce Company

Telephone Number  
001 213 6760727

Address, Line 1  
500 Burning Tree Rd

Fax Number

Address, Line 2

E-Mail Address  
gdepaz@sunriseproduce.com

City  
Fullerton





CERTIFICATE VALID FROM:  
Jan 08, 2021 To Jan 07, 2022

AUDIT TYPE:  
Announced Audit

AUDIT SCOPE:  
This is a dry packinghouse facility with 4 cold rooms, 1 production room, one freezer and one loading dock (total sqft 67'000) that repacks different vegetables. No water or post harvest treatments are used in this operation. The steps of the process includes: Receiving, storing, re pack sorting and placing the product into carton boxes, cold storage and shipping. also areas such as toilers, chemical storage areas. During the audit there were 40 workers. This facility operates from January thru December.

PRODUCTS) OBSERVED DURING AUDIT	PRODUCTS
	Apples, Asparagus, Avocados, Bananas, Basil, Beans, Beets / Beetroot, Blackberries, Blueberries, Bok Choy, Broccoli, Brussels Sprouts, Cabbage, Carrots, Cassava / Manioc / Yuca , Fresh Cut, Celery, Cilantro, Coconuts, Collard Greens, Cucumbers, Edible Flowers, Eggplant / Aubergine, Endive, Escarole, Fennel, Ginger, Globe Artichokes, Grapefruit, Jicama, Kale, Kiwi Fruit, Leeks, Lemons, Lettuce, Limes, Mandarins, Mangoes, Melons, Microgreens, Mint, Mushrooms, Mushrooms, Dried, Onions, Oranges, Oregano, Papayas, Parsley, Parsnips, Pears, Peas, Peppers, Pineapples, Potatoes, Radish, Radish, Fresh Cut, Raspberries, Rutabagas / Swedes, Spices, Squash, Strawberries, Table Grapes, Tomatoes, Watercress, Yams

Addendum(s) included in the audit:  
  
Not Applicable



## CERTIFICATE

Issued to:

### ORGANIZATION

#### Sunrise Produce

500 Burning Tree Road Fullerton, California 90833, United States

### OPERATION

#### Sunrise Produce Company

500 Burning Tree Fullerton, California 90833, United States

Operation type: PACKINGHOUSE

### PRELIMINARY AUDIT SCORE:

97%

### CERTIFICATE VALID FROM:

Jan 08, 2021 To Jan 07, 2022

### FINAL AUDIT SCORE:

98%

Primus Auditing Operations certifies that this operation has complied with the applicable requirements of PrimusGFS Version 3.1

See subsequent certificate page(s) for scope details


Authorized by:  
President  
Javier Solhzo

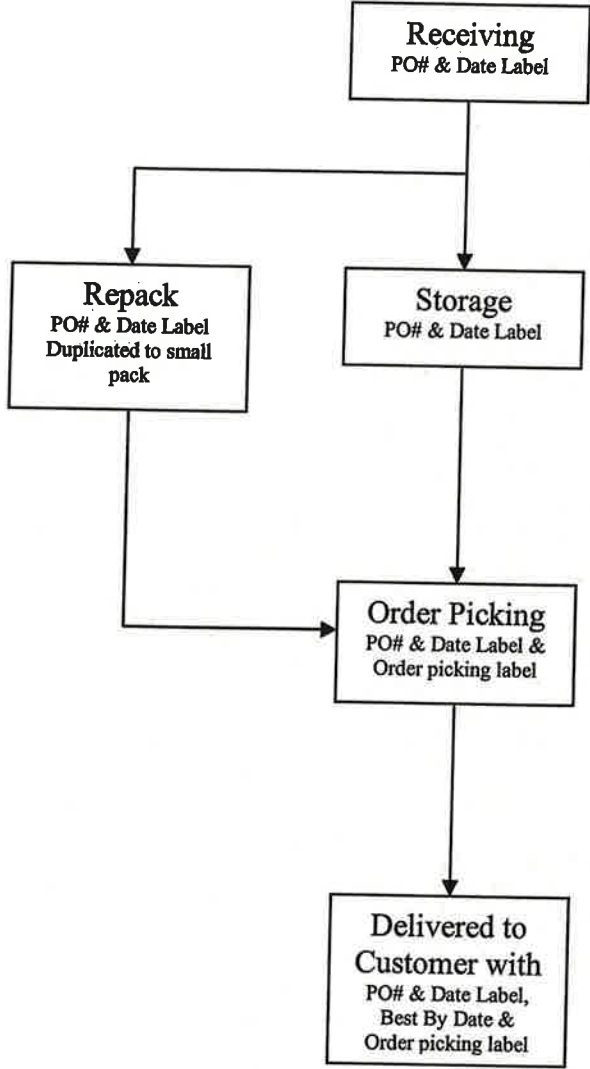


#1183  
ISO/IEC 17065  
Product Certification Body

Primus Auditing Operations | 1265 Funkawa way | Santa Maria  
California 93458 United States |  
primusgfsqa@primusaudioingops.com | 805.623.5563 | 805.352.1364


This document is subject to changes. The current information and status of this operation is posted in the Certification Program website at PrimusGFS.com

QAP-1.07 Code Date	Page	3
Quality System	Section	1.07
	Rev. Date	05/06/15
	Attachments	1



\* The PO# from the receiving is incorporated in to production paper work and finished product logs and a Best By Date is calculated biased on the type product and shelf life.



Food Safety Policy	Page	1 of 1
Quality System	Section	1.01.2
	Rev. Date	3/01/18
	Attachments	0

## Food Safety Policy

At Sunrise Produce Company food safety is an integral part of our entire operation. It also includes non-production items such as training of employees and training materials.

Food Safety is not a static program, it is dynamic in nature. Management actions ensure that Food Safety fits comfortably into the overall objective of Sunrise Produce Company.

The goal of the food safety program is to institute a proactive system for its operation whereby any potential product hazards are anticipated and controlled from product reception through distribution. Food safety and quality control is the responsibility of all the employees of Sunrise Produce Company, affiliated services and product providers. Management has provided the tools and established guidelines for the production of safe, wholesome, quality products. All employees are accountable for consistently maintaining these standards.

The food safety program has been established with the help of the company officers. Although the burden of food safety and quality control is in the hands of management and supervisors, all employees serve as inspectors when product moves through the area. Sunrise Produce Company's employees are authorized to hold or reject product found to be out of compliance, subject to evaluation and final approval or authorized management.

The purpose of this food safety plan is to help ensure that environmental conditions and plant practices are sound and reduce the risk for producing unsafe products. This plan is designed to address specific points of our process, according to the type of product we market, the material used, and the operations associated with the temporary storage, preparation and display of the product.

The use of Good Manufacturing Practices (GMPs). HACCP plan and Standard Operating Procedures (SOPs) assists us in providing safe and high-quality products.

It is our commitment to keep the highest standards in food safety.


Sincerely,

Gerson De Paz



Director of Operations



<b>QAP-3.03.10 Food Legislation</b>	Page	1 of 3
Quality System	Section	3.03.10
	Rev. Date	8/12/2015
	Attachments	0

1. **OBJECTIVE:**

The purpose of this procedure is to ensure that each product distributed at Sunrise Produce Company complies with all food legislation. Food regulatory requirements will specify if there are any labeling, chemical, physical or microbiological criteria that apply to our products.

2. **SCOPE:**

This procedure applies to all products.

3. **RESPONSIBILITIES:**

Quality Assurance Departments are all responsible for the implementation of this policy and ensuring our products comply with these requirements.

4. **COMPLIANCE WITH REGULATION:**

Sunrise Produce Company is aware of and complies with the food legislation that applies to all products that are distributed within our facility. Our company understands the product legislative requirements that apply in the markets we supply as well as the laws governing the country of production.

In addition to meeting food safety standards outline in the legislation, Sunrise Produce Company also demonstrates compliance with legislative requirements applicable to trade **weights and measures, packaging, product description, nutritional and additive labeling, allergen controls and related labeling declaration.**

5. **METHODS AND RESPONSIBILITIES FOR REGULATORY UPDATES:**

The methods and responsibilities for ensuring the organization is kept informed of changes to relevant legislation, scientific and technical developments, and relevant industry codes of practices shall be documented and implemented.

Quality assurance staff is kept informed of changes by;

- Subscribing to on-line government regulatory updates.
- Subscribing to Food Industry publications on new and emerging technologies.
- Attending courses on interpretation and new regulatory guidelines and initiatives.
- Using food regulatory consultants for their expertise on relevant industry practices.
- Maintaining relationships with supplier's technical and regulatory experts.

6. **LICENCES:**

**FDA Bioterrorism Number:** 16662100128

**City Permit in file:** Record ID: PR0000622


7. **REFERENCES:**

Code of Federal Regulations title 21 (Food and Drugs)

8. **SOURCES OF REGULATORY UPDATES:**





<b>QAP-3.03.10 Food Legislation</b>	Page	2 of 3
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**USA**  
[www.govdelivery.com](http://www.govdelivery.com)  
[www.foodsafety.gov](http://www.foodsafety.gov)  
[www.fsis.usda.gov](http://www.fsis.usda.gov)

**CANADA**  
[www.hc-sc.gc.ca](http://www.hc-sc.gc.ca)

**MEXICO**  
<http://dof.gob.mx/normasOficiales.php>

Revision No.	Date	Description









## Alcohol & Drug Policy

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises. Included with this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana regardless of prescription), and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job.

### **Prescription Drugs**

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

### **Notification of Impairment**

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

### **Who is Tested**

You may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that you have violated any of the rules set forth in the policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drugs searches or other detection methods, or involvement in a work-related injury or accident. Additionally, employees in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.

### **Discipline**

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.





# Business Continuity Plan

## Background

All companies face the possibility of disrupting their operations due to natural disasters such as earthquakes, equipment failure or internal crisis such as recalls or a massive loss of employees. This could be detrimental for the company and its customers. Sunrise Produce Company understands the importance of not interrupting the supply of food products in such events for our customers and especially for our customers in the health care industry. Therefore, and in order to be prepared for these events, a business continuity plan shall be developed and shall describe the procedures needed to avoid interruption of the supply of food products to our customers.

## Objective

To maintain an effective plan to continue supplying food product to our customers in the event of a company crisis, equipment failure or a natural disaster.

## Responsibilities

Director of Purchasing

To maintain an updated contact list of all our approved vendors.

To initiate the alternate plan to supply customers directly from vendors.

Manager of transportation

To maintain an updated list of all customers.

To coordinate all logistics to supply product from vendors.

Manager of QA

To evaluate product food safety in order to determine if it is acceptable to deliver or not.

VP of sales

To establish the communication with our customers and keep them updated.

Director of operations

To inspect the facility and determine when it is ready to resume operations.

To maintain all staff informed as soon as any information is available.



## Team & Emergency Contact List

FOOD SAFETY – MANAGER OF QUALITY ASSURANCE	
Name:	Gerson De Paz
Office Phone Number:	(323)726-8789 ext. 142
Cellular:	(213) 675-0777
EMPLOYEE SAFETY – DIRECTOR OF OPERATIONS	
Name:	Gerson De Paz
Office Phone Number:	(323)726-8789 ext. 142
Cellular:	(213) 675-0777
EMPLOYEE SAFETY – TRANSPORTATION MANAGER	
Name:	Erica Barraza
Office Phone Number:	(323)726-8789 ext. 167
Cellular:	(323) 712-8547
EMPLOYEE SAFETY-WAREHOUSE MANAGER	
Name:	Jorge Ramos
Office Phone Number:	(323)726-8789 ext. 124
Cellular:	(323) 864-3950
EMPLOYEE SAFETY-LOADERS MANAGER	
Name:	Jorge Ramos
Office Phone Number:	(323)726-8789 ext. 124
Cellular:	(323) 864-3950
GROUNDS SECURITY – MAINTENANCE MANAGER	
Name:	Stanley Czaplicki
Office Phone Number:	(323)726-8789 ext. 145
Cellular:	(213) 948-4412
LAW ENFORCEMENT AND REGULATORY AGENCIES	
Agency	CITY OF FULLERTON LOCAL POLICE DEPARTMENT
Emergency Phone Number:	911
Second Emergency Phone Number:	(714) 738-6800
LAW ENFORCEMENT AND REGULATORY AGENCIES	
Agency	USDA
Phone Number:	(951) 656-6800
Mailing Address	22690 CACTUS AVE MORENO VALLEY, CA 92553-9024
Fax Number	(951) 656-0094
LAW ENFORCEMENT AND REGULATORY AGENCIES	
Agency	FDA
Phone Number:	(888) 463-6332
Mailing Address	10903 New Hampshire Ave Silver Spring MD 20993-0002

500 Burning Tree Rd,  
Fullerton, CA 92833

Tel: 800.834.4926  
Fax: 323.582.5222

# PROCEDURE

## Earthquake and Fire

If for any reason our facility is completely not operational due to an earthquake or fire, we will implement our procedure to supply directly from our suppliers or from one of our partners in the LA market.

If the facility is partially operational, we will store product on an outside storage and bring it as needed in small loads to load delivery trucks.

## Power Failure

The response procedures are dependent upon whether we have or do not have advance warning and whether classes are in session or not in session.

### 1. Power outage WITH ADVANCE warning

- If after consultation with President or Vice President of Operations, Shifts will be cancelled, notify:
- Facilities Department Heads by VP for Operations or designee
- Alert key personnel to specific responsibilities.
- Each individual should turn off all electrical equipment (computers, printers, typewriters, copiers, etc.).
- Facilities should shut off all electrical switches at the electrical panel.
- When power is restored, Facilities will check the effect of the power outage on the site (refrigerated food, clocks, timers, etc.).
- If the outage is going to be more than 12 hours, then alternate cold storage needs to be arranged.

*On-site cold storage using refrigerated trailers can be arranged with:*

**SONSRAY INC**  
6118 Alcoa Ave  
Los Angeles CA 90058  
(888) 585-3565

*Off-Site cold Storage using dedicated warehouse storage.*

**Union Central Cold Storage**  
1525 Industrial Street  
Los Angeles CA 90021  
(213) 489-4205

### 2. Power outage WITHOUT ADVANCE warning

- Tune to the Emergency Broadcast System on battery-powered radio.
- The Director of Operations and staff will survey the company for any power problems or potential safety concerns that may have caused or resulted from the power outage.
- The Director of Operations should contact the local power station to determine the nature of the power outage and whether any action is necessary by Company personnel.
- If after consultation with President, Shifts will be cancelled, notify:
- Facilities Department Heads by VP for Operations or designee
- Alert key personnel to specific responsibilities.
- Each individual should turn off all electrical equipment (computers, printers, typewriters, copiers, etc.).
- Facilities should shut off all electrical switches at the electrical panel.
- When power is restored, Facilities will check the effect of the power outage on the site (refrigerated food, clocks, timers, etc.).

## **EQUIPMENT FAILURE**

- **Refrigeration**

We have 5 coolers and one freezer. If for any reason one cooler goes down, we will move all products to a cooler or coolers that are functioning well. If the freezer is not operational, we will move the product to an outside freezer.

- **Server Crash**


We maintain an external back up system with all the information related to continue the business such as customer contact information, list of products, vendors, pricing etc...

## **PRODUCT RECALL**

We have approved back up suppliers we can utilize to continue the supply of the product.

## **MAJOR COMPANY EMPLOYEE LOSS**

We have salary key employees that are capable to perform the job to maintain the facility operational. We also have a contract with two temporary employee's agency that can provide the number of employees needed to reassume operation in a short period of time.

<b>QAP-2.26 Pest Control Procedure</b>	Page	1 of 2
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## 1. OBJECTIVE

The objective of this program is to establish written procedures that are to be implemented for an efficient pest control.

## 2. SCOPE

This procedure applies to all pests such as birds, rats, mice and insects (such as flies, roaches, ants, silverfish, etc.)

## 3. RESPONSIBILITIES

3.1 Outside licensed and insured Pest Control Company is responsible for the following:

- 3.1.1 Complete visual inspection of all facility areas to monitor pest activity
- 3.1.2 Document and Report to Quality Assurance all findings during inspection
- 3.1.3 Provide recommendations in the case of pest activity findings
- 3.1.4 Follow up with recommendations and corrective actions

3.2 Quality Assurance technician is responsible for:

- 3.2.1 Complete visual inspection of all facility areas to monitor pest activity.
- 3.2.2 Document all findings during inspection.
- 3.2.3 Initiate a corrective/preventive action when pest activity is found by QA or Pest Control Technician.
- 3.2.4 Follow up and document corrective actions.

## 4. FREQUENCY


- 3.1.1 Outside licensed and insured Pest Control Company will complete visual inspection of all facility areas to monitor pest activity at least twice a month.
- 3.1.2 Quality Assurance will complete visual inspection of all facility areas to monitor pest activity at least twice a month.

## 5. PROCEDURE

5.1 Outside licensed and insured Pest Control Company inspection: Rodent and Insect Control

### 5.1.1 CHEMICAL TREATMENT

- 5.1.1.1 Only licensed and insured Pest Control Company is authorized to maintain, handle, apply and storage pest control chemicals.
- 5.1.1.2 Inform quality assurance of chemical treatment needs
- 5.1.1.3 Do not apply chemical treatments around employee entrances
- 5.1.1.4 Do not apply chemical treatments around food storage rooms
- 5.1.1.5 Do not apply chemical treatments around food processing equipment
- 5.1.1.6 Ensure chemical treatment is not tracked in to the facility
- 5.1.1.7 Do not store pesticides in the plant.
- 5.1.1.8 No residue pesticide is applied in any area of the building unless is done at shutdown with 30 days prior notice.
- 5.1.1.9 All pesticides used are all EPA registered and listed in the USDA list of proprietary substances and non-food compound.

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- 5.1.1.10 When there is any pest activity lockers are fogged /sprayed with a non-residual insecticide or baited with approved insect bait
- 5.1.1.11 Provide All MSDS sheets to safety officer
- 5.1.1.12 Inform quality assurance of chemical treatment needs

5.2 QUALITY ASSURANCE DEPARTMENT

5.2.1 Rodent Control

- 5.2.1.1 Inspect visually all exterior bait stations for pest activity
- 5.2.1.2 Replace glue traps with pests trapped
- 5.2.1.3 Document findings and follow up on corrective actions

5.2.2 Insect Control

- 5.2.2.1 Inspect visually all flying insect glue traps daily by QA and weekly by Pest Control Technician
- 5.2.2.2 Inspect visually all areas, ingredients, etc. seeking crawling insects
- 5.2.2.3 Document findings

5.3 CORRECTIVE ACTIONS

5.3.1 Insect Infestation in ingredients


- 5.3.1.1 Upon finding insect infestation such as ants, weevils, worms etc. immediately in any ingredient, immediately proceed to place the contaminated ingredient on QA HOLD and segregate it from the rest.
- 5.3.1.2 Meticulously inspect every open and unopened ingredient box/bulk for more insect infestation and if contaminated proceed to also place them on QA HOLD.
- 5.3.1.3 If the inspected ingredients are not contaminated, simply separate them from the contaminated ingredients
- 5.3.1.4 ALL contaminated ingredient, regardless of the amount is to be discarded immediately and properly documented.

5.3.2. Insect, rodent presence inside and outside the building will be properly treated in a timely manner by a certified pest control technician.

6. RECORDS

- 6.1 Pest Control – Traps Map
- 6.2 Pest control provider
- 6.3 Pest Control Finding Log
- 6.4 Coolers, Freezer & Warehouse Daily Inspection Form
- 6.5 Pest Control Company Records
- 6.6 QA HOLD TAG

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<b>QAP-2.18 First In First Out (FIFO)</b>	Page	1
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**Objective**

The objective of this procedure is to maintain product rotation, and control aging products in Sunrise Produce and Sunrise Fresh Cuts inventory. Moreover, to ensure that all of our customers receive only the freshest and highest quality products.

These procedures apply to all products raw and finished products and/or whole case product handled within Sunrise Produce and Fresh Cuts facilities.

**Responsibilities**

**Quality Assurance**

- Investigate and determine the shelf life of all new and existing products
- Provide Operations Manager shelf life information and suggest a shelf life for each product (if not already specified).
- Monitor that the FIFO program is being followed accordingly and record results on the "Product Rotation Log".


**Receiving Clerk**

- Properly identifies each product upon receiving with a P.O Number and its received date. This info is printed on a green label. Two labels are placed on the bottom right box (front & back) of each pallet received.
- Monitors inventory aging and follows FIFO rotation.
- Provides production crew with the product following FIFO rotation.
- Monitor that the FIFO program is being followed accordingly and record results on the "Product Rotation Log".

**Procedure**

After receiving/QC staff has inspected and approved the produce. The product is checked against the bill of lading and entered into the computer. Next these procedures are followed:

1. Upon receiving all products, the receiving clerk must identify each pallet with its P.O number and its receiving date. The lower right box is to be labeled front and back.
2. Receiving clerks will then store each product accordingly to FIFO. New product to the back or upper pallets and older product pull forward or down.
3. Receiving clerk will provide the production crew with the raw material inventory upon request.

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4. Quality Control Technicians shall inspect the incoming raw material for the overall quality and receiving information about the product and record results.

5. If products do not meet shelf life specifications or are out of specs and/or is not properly identified with its receiving information, it shall be rejected by the Q/C technician and/or the production or receiving supervisor will be notified.

6. Processed products that are packaged, shall be identified with a code date sticker on the package.

7. Processed product bags are stored in a box and are identified with a code date (Julian date) on the outside box.

*Note: "Best by Date" information on each bag is only for Hospitals and US Food clients.*

8. Quality Control Technicians shall verify that the code date information on the bags and on the boxes are legible and in accordance with each products specification.

9. All finished products are stored accordingly to shelf life criteria developed in the product specifications.


**Corrective Action**

1. In the event of a deviation from FIFO procedure, a Quality Control Technician and/or the Production/Receiving Supervisor shall hold the product in question for further evaluation and correction.

2. Corrective action shall be taken each time there is a deviation from the standard procedures such as: mislabeled product (wrong date and/or product, FIFO) etc.

3. If determined that the product is safe to use, the production supervisor shall proceed to rework the product in question. However, if the product is unsafe or quality is compromised the product shall be shrunk from inventory and deposited in the trash.



<b>QAP-2.32 Allergen Control Program</b>	Page	1
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**Allergen Identification**

Sunrise Fresh Cuts does **not** process any allergens; however, Sunrise Produce does store eggs, dairy, tree nuts, Tofu (soy) and peanuts (peanut products). All allergen areas are labeled with sign.

**Storage**

All allergens are stored in an outer cardboard box. The nuts are stored in a plastic bag and then an outer box. Allergens are stored in one area with one the bottom shelf or same allergens top of themselves (ex. tree nut over tree nuts).

**Cross Contamination**

Allergens are not processed with any other ingredients; however, allergens are stored (and keep separate), labeled and kept from other products. Separate cleaning utensils are used to clean any allergen spills or breakage.

**Repacking**

Due to the potential for cross contamination allergens are only sold in whole units. There is no repacking done for any customer.

**Training**

All receiving staff and loader are trained to segregate allergen by using sealed boxes and in the case of eggs (keeping them separate) storing them on the bottom of the order or off to the side in order to prevent leaking of egg if broken.

**Cleaning & Disposal**

All allergen storage areas are cleaned once a month or if product is spilled or broken. The area is cleaned as follows:

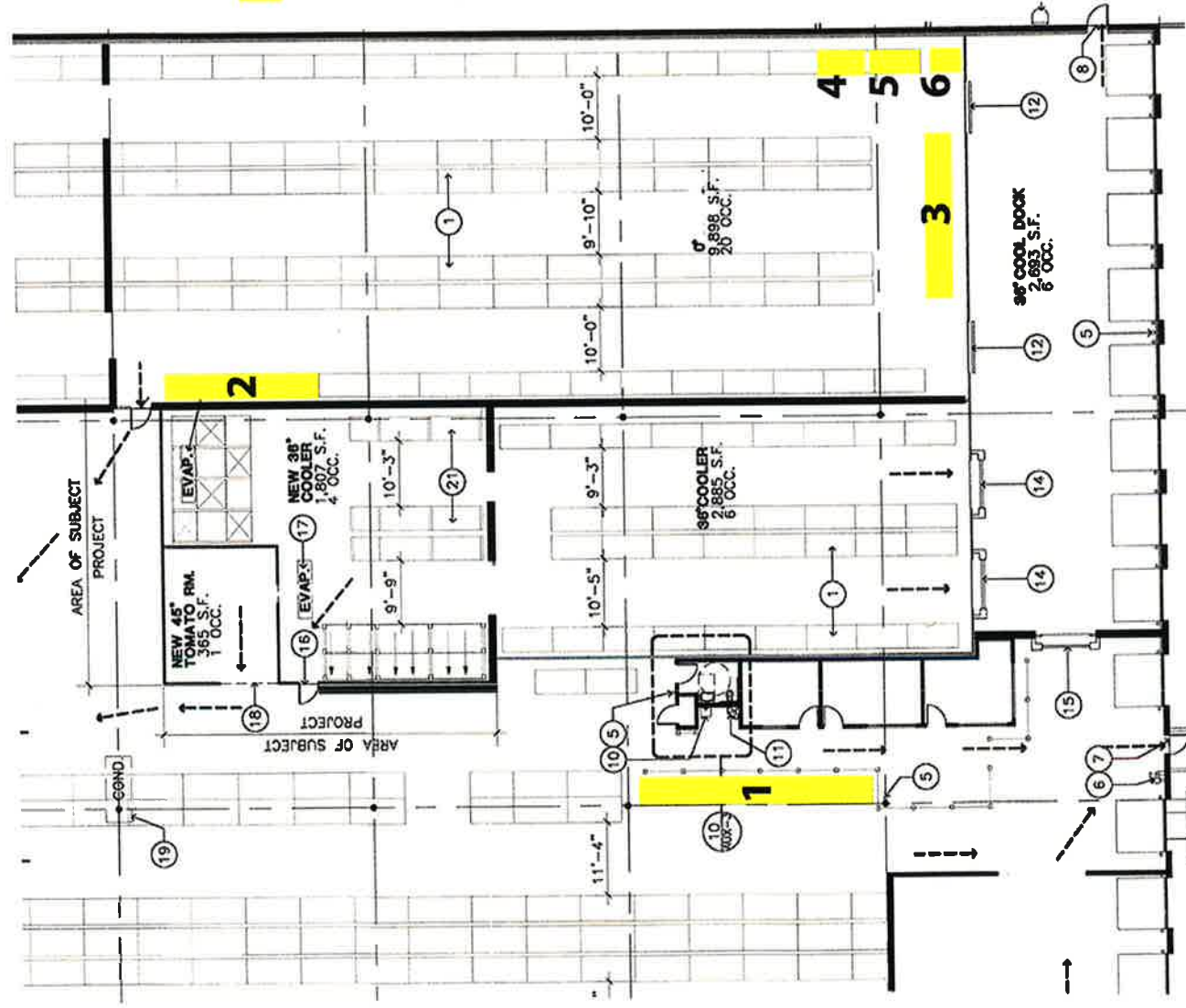
1. The area must be swept clean of any loose product
2. Alkaline soap is used to clean and take up any stains or allergens that may be sticking to surfaces.
3. The area then must be rinsed with clean tap water three times.
4. Follow the same clean procedure washing and rinsing all cleaning utensils used to clean area.

**Records**

Daily GMP inspection is preformed by QC staff looking for broken boxes or loose allergens.

**Corrective Action**

Any discrepancies are noted on the GMP inspection form and corrective action is noted in the notes.



### Areas with Allergen Ingredients

1. Dry ingredients with allergens in sealed packages.
2. Dressings and other bottled and sealed products with allergens.
3. Milk ingredients and other sealed products with allergens.
4. Whole eggs and liquid eggs.
5. Milk ingredients and other sealed products with allergens.
6. Fresh fish in sealed packages when present in the plant.



**Sunrise produce Company**  
 500 Burning Tree Road,  
 Fullerton CA, 92833



## **Crisis Management Policy**

Sunrise Produce is committed to overseeing the health, well-being and safety of our employee, staff, customers and visitors to our facility. Our goal is to minimize any and all danger to life resulting from the effects of a natural disaster or civil disturbance. When such an emergency condition arises, we want a Crisis Management Team to be able and ready to respond. This Crisis Management Plan ensures that our response will be timely and effective, no matter what the crises. I hereby establish the policy that Sunrise Produce will commit the necessary resources to minimize the loss of life and destruction. A successful Crisis Management Team, requires the support and cooperation of all employee, staff, and supportive services involved, and company-wide teamwork to partnering with our community.

**David Sapia**  
**President**  
**09/19/15**

**500 Burning Tree**  
**Fullerton, CA 92833**  
**323-726-8789**

## **PURPOSE**

The basic emergency procedures outlined in this guide are to enhance the protection of lives and property through effective use Sunrise Produces resources. Whenever an emergency affecting the company reaches proportions THAT CANNOT BE HANDLED BY ROUTINE MEASURES, the VP of Operations or his/her designee may declare a state of emergency, and these contingency guidelines may be implemented.

There are two general types of emergencies that may result in the implementation of this plan. These are (1) large-scale natural/man-made disaster, and (2) large –scale disorder.

The Plan describes the responsibilities of the Crisis Management Team and information necessary for them to request additional assistance from the community as required to assist with the impact of a crisis. The Crisis Management Plan exists to:

- Implement a swift, unified and comprehensive response to a serious incident
- Investigate and evaluate serious incidents for the purpose of preventing or minimizing the impact of a future incident
- Handle public and internal communication related to the event

## **SCOPE**

For the purpose of this plan, “crisis” shall be defined as any condition-man-made or natural-that results in a significant disruption to the business operations at Sunrise Produce. The Crisis Management Plan (CMP) and Crisis Management Team

(CMT) will only be activated for serious incidents, defined as any of the following:

1. Disaster which impairs any major function of the company (e.g. destruction of a building, explosion, earthquake)
2. Death on premises, or in/around a sunrise truck or route.
3. Death of an employee traveling to, from, or on behalf of the company.
4. Assault or near fatal accident or incident (e.g. sexual assault, attempted suicide, mental health crisis, drug/alcohol overdose)
5. Serious damage to company property (e.g. fire, flood, natural disasters)
6. Threat to the health, safety, or welfare of Sunrise’s customers.
7. Incidents unique to company demanding special attention, such as serious injury to visitor or vendors by Sunrise employee.
8. Incidents which, in judgment of upper management, require or would benefit from crisis management response Routine management for isolated incidents will not require the Crisis Management Plan to be implemented. Situations that are controversial or sensitive in nature but are not crises or emergencies (e.g.

lawsuits, arrests, regulatory investigations, negative news coverage) will be handled by the VP Operations or the appropriate Senior Staff member(s).

II. DIRECTION & COORDINATION

A. CRISIS MANAGEMENT TEAM (CMT)

In a crisis situation, maximum resources and personnel will be applied to the management of the crisis under the direction of the Crisis Management Team (those noted with \* are the individuals that should be notified first in the event of an emergency/crisis). The following individuals have been selected and given the authority to make any necessary changes to company procedures in the process of handling the crisis, including:

<b>PRESIDENT</b> Email: <a href="mailto:dsapia@sunriseproduce.com">dsapia@sunriseproduce.com</a>	David Sapia	Tel. 323-726-8789 Ext 128 Cell 909-721-7345
<b>DIRECTOR OF OPERATIONS</b> Email: <a href="mailto:mbutler@sunriseproduce.com">mbutler@sunriseproduce.com</a>	Mike Butler	Tel. 323-726-8789 Ext 142 Cell 951-232-2074

B. RESPONSIBILITIES

1. THE PRESIDENT

The President will be the primary point of contact for the on-scene coordination and the Crisis Management Team (CMT). Only the President, or designated representative or in the case of his absence, a Senior Staff member, can activate the Crisis Management Plan. If the President is not available, the Vice President of Operations will assume control and responsibility of the CMT. These responsibilities include:

- Assume responsibility for the overall operation and management of the Crisis Management Plan.
- Convene the CMT in the event that the Crisis Management Plan needs to be activated.
- Manage all activities with the assistance of the CMT and all other support personnel.
- Arrange for external advisors (i.e., crisis management experts) if needed.
- Arrange for campus debriefing and evaluation of plan following the crisis.

2. DIRECTOR of OPERATIONS

In his absence, the Executive Vice President will act on his behalf.

- Ensure that the Crisis Management Plan is maintained and kept current.
- Schedule and initiate crisis management drills and training.

- Ensure regular safety inspections of the company campus.
  - Evaluate each drill and submit findings and recommendations to the General Manager.
  - Establish student counseling services appropriate to the crisis.
  - Communicate necessary information to employees and families, if necessary.
  - Ensure that employee records are updated according to the nature of the crisis.
  - Secure storage for any and all property removed from the crisis area.
  - Ensure all building coordinators are informed and apprised of current events.
  - Ensure that all city, state and federal officials have been appropriately notified.
  - Maintain (update annually) a listing of personnel working at the company.
  - Oversee the company Safety staff and their functions.
  - Notify insurance representatives, if necessary, in event of loss or damages.
  - Ensure all key personnel are in place and operating effectively.
  - Monitor all activities as related to External Affairs.
  - Ensure all key personnel are in place and operating effectively.
  - Communicate the nature of crisis to employee, as necessary.
  - Assist with maintaining order and keeping routes clear for all safety and support vehicles, including local agencies.
  - Maintain a back up plan for day to day operations in the event of loss of a building.
  - Maintain a backup plan in the event of the loss of network/telephone function.
- 
- Take immediate action to reduce the threat of injury, loss of life, and loss of property. Activate evacuation when required.
  - Provide logistical support for the CMT, including buildings, equipment and required resources.
  - Provide access and detailed building plans to police or appropriate response personnel.

#### 4. QA MANAGER

QA Manager is the key person responsible for managing Food safety, fire, and health matters in the residence halls. In his/her absence, the Director of Operations and/or assigned employee will act on their behalf.

- Ensure that company staff is familiar with crisis management plans and evacuation plans.
- In case of an evacuation, residents should go to designated areas (see Evacuation Plan) to leave the way clear for emergency personnel and equipment. Further instructions, if necessary, will be given at the assembly areas.
- Ensure that floor diagrams and evacuation routes are listed in each department, as well as kept in a central location and accessible in case of crisis.
- Review all fire safety inspections and coordinate any necessary corrective actions.

- Maintain appropriate emergency response equipment (e.g. 2-way radios, weather radio, reference materials, flashlights, etc.)

**Departments should have the following:**

- a. First Aid kit
- c. Flashlight and spare batteries
- d. Pocket knife and scissors
- e. Emergency Manual
- f. Walkie-Talkies /Cell Phones

**B. CRISIS MANAGEMENT COMMAND CENTER (CMCC)**

The Crisis Management Command Center is directed by the President or his/her designee and is the single point for monitoring and coordinating all responses to a crisis situation.

Access to the CMCC will be limited to the Crisis Management Team or appointed representatives. The CMCC will be located at one of the following sites:

- (1) President's Office
- (2) Vice President of Operations Office
- (3) QC Laboratory
- (4) Conference Room
- (5) Outdoor Admin Meeting

**III. STANDARD RESPONSE PROCEDURES**

The following steps are designed to provide efficient and immediate responses to any crisis situation on or near Sunrise Produce:

**A. PROCEDURES**

- 1. Contact emergency services via 911 system (fire, rescue squad, police, etc.).
- 2. Notify the President or Vice President of Operations who will notify the CMT. CMT will establish the Crisis Management Command Center, identify and initiate appropriate Crisis Response Plan, and activate the Crisis Communication Plan.

**B. CONSIDERATIONS FOR CMT**

- Situation Analysis: Determine the type, extent, and location of emergency. Identify potential vulnerabilities. Check the facts.
- Strategic Considerations: What are the four or five absolutely critical issues, questions, people, or problems the company needs to anticipate and think about?
- Response Team: Who does what, when, with whom?
- Operational Response/Action Steps: List the essential operational steps the company needs to take to correct the problem. See responses to specific crises. (e.g. evacuate, shut down operations, protect vital records, restore operations, etc.)



THE GOAL IS TO ESTABLISH SAFETY, STABILITY, CONTROL, and NORMALCY AS QUICKLY AND COST-EFFECTIVELY AS POSSIBLE. REMEMBER TO COMMUNICATE with ALL CONSTITUENT DEPARTMENTS

#### IV. PROCEDURES FOR SPECIFIC CRISES

##### A. BOMB THREAT

###### 1. Telephone threat

- Remain calm and keep the caller on the line as long as possible. Ask the caller to repeat the message and record as much as possible on the Bomb Threat Form (page 12).
- If the caller does not indicate the location of the bomb or the time of detonation, ask for this information.
- Advise caller that the building is occupied and detonation could result in death or serious injury to innocent people.
- If possible, try to have more than one person listen in on the bomb threat call.
- Use “Bomb Threat Report Form” to collect and recall as much as possible.

###### 2. Procedures

- Call 911 and alert the President or Vice President of Operations.
- Evacuate buildings and proceed to Emergency Assembly Areas to take roll (see EVACUATION MAP).
- Buildings should not be re-entered until CMT advises it is safe to do so.
- Under no circumstances should an untrained faculty or staff member attempt to locate and/or move a suspicious device.
- When it has been determined that building re-entry is permitted, visually inspect area for unusual items before settling in.

**BOMB THREAT REPORT FORM**

Questions to Ask

- 1. When is bomb going to explode? \_\_\_\_\_
- 2. Where is it right now? \_\_\_\_\_
- 3. What does it look like? \_\_\_\_\_
- 4. What kind of bomb is it? \_\_\_\_\_
- 5. What will cause it to explode? \_\_\_\_\_
- 6. Did you place the bomb? \_\_\_\_\_
- 7. Why? \_\_\_\_\_
- 8. What is your address? \_\_\_\_\_
- 9. What is your name? \_\_\_\_\_

Exact wording of threat:

Time: \_\_\_\_\_ Date: \_\_\_\_\_  
Sex of caller: \_\_\_\_\_  
Culture: \_\_\_\_\_  
Age: \_\_\_\_\_  
Length of call: \_\_\_\_\_  
Number at which call was received: \_\_\_\_\_  
Form Completed by: \_\_\_\_\_

Caller's Voice

- ☐ Calm ☐ Nasal
  - ☐ Angry ☐ Stutter
  - ☐ Excited ☐ Lisp
  - ☐ Slow ☐ Raspy
  - ☐ Rapid ☐ Deep
  - ☐ Soft ☐ Ragged
  - ☐ Loud ☐ Clearing Throat
  - ☐ Laughter ☐ Deep Breathing
  - ☐ Crying ☐ Cracking Voice
  - ☐ Normal ☐ Disguised
  - ☐ Distinct ☐ Accent
  - ☐ Slurred ☐ Familiar
  - ☐ Whispered
- If voice is familiar, who did it sound like? \_\_\_\_\_

Background Sounds

- ☐ Street ☐ Animal Noises
  - ☐ PA System ☐ Static
  - ☐ Voices ☐ Music
  - ☐ Motor ☐ House Noises
  - ☐ Local ☐ Office Machinery
  - ☐ Booth ☐ Long Distance
- Threat Language
- ☐ Well spoken (educated)
  - ☐ Foul
  - ☐ Irrational
  - ☐ Incoherent
  - ☐ Taped
  - ☐ Message read by threat maker:
- Remarks:

**B. DEATH OR SERIOUS INJURY**

These procedures apply when addressing a situation involving serious injury or the loss of life of a Sunrise Produce’s employee, or visitor.

General Response

\_ Establish student counseling services.

- Hold department meetings as needed to discuss crisis. Emphasize facts and squelch rumors.
- Identify employees in need of counseling.
- Adjust work schedule as necessary.
- Notify external constituents as appropriate

(OSHA with in 24 hours

**Los Angeles**

320 West 4th Street, Ste. 850,  
Los Angeles, Ca 90013

(213) 576-7451 fax (213) 576-7461.)

- Secure employee personal belongings (see below)

On Site Procedures

- Designate person “in charge”. The “on the scene” company staff member with the most authority will be responsible for coordinating events and will be considered the official “in charge” until such time as they are relieved by president or VP of Operations.
- Notify Authorities, in the following order when possible:
  1. Emergency Medical Service (911)
  2. President, and/or Vice President of Operations
  3. Department Head
- Identification of injured/deceased. The administrator in charge should immediately locate an individual who can assist the medical personnel in identifying the injured/deceased.
- Secure scene of incident
  - Every effort should be made to secure the accident scene.
  - The area should be evacuated of all persons except for company officials, medical personnel, or police officers.
  - Staff members should be assigned to address crowd control concerns.
  - If the accident occurs outdoors, secure a reasonable distance from the scene (75' -100'). If the accident occurs indoors, the adjacent rooms or offices should be vacated until permission is given by authorities to reenter the area.
- The individual’s personal belongings should be maintained in a secure manner until the family is able to indicate to company personnel when and how the items will be removed from company.

**C. FIRE**

- Call 911 and alert the President or the Vice President of Operations.
- Evacuate premises. See EVACUATION MAP

- Take whatever steps necessary and possible to protect the companies vital records.
- Keep communication open with the local police and fire officials.
- Call the police department with crowd and traffic control, if necessary.
- Notify utility companies of a break or suspected break in lines. Record time called and the person reported to at utilities company.

#### **D. HAZARDOUS MATERIALS ACCIDENT**

Hazardous materials are substances that are either flammable or combustible, explosive, toxic, noxious, corrosive, oxidizable, an irritant or radioactive. Some hazardous materials accidents will be minor and only involve the immediate evacuation of a site and others may be large enough to necessitate relocating all students, staff, and other persons to either a safer location on campus site or to an evacuation area away from the site. The nature, severity, and potential for health injury of the hazardous materials accident will determine the type of response required. Whatever the severity of the hazardous materials accident, company personnel should not attempt to take it upon themselves to remove a known or possibly hazardous chemical or substance.

There are personnel trained and equipped to do so.

##### **On-Site Chemical Accidents**

- Be aware of the chemical and avoid contamination.
- Notify the department head, of type of chemical and location.
- Attempt to contain the spill-if the on-site staff cannot safely do this, request assistance. Company personnel should not attempt to clean up or remove the spill; leave that for trained personnel.
- Isolate the area. Re-locate students/staff to safe areas (See EVACUATION MAP).
- If the nature of the chemical accident poses an immediate health hazard or potential for explosion or destruction of property, the police/fire emergency system should be activated by calling 911.
- If the substance should pose an ecological hazard by entering the storm drain system or by a major ground leak, we are required by law to immediately contact the authorities through the 911 emergency system.
- If necessary, the Vice President of Operations will notify Cal-EPA and OSHA.

#### **E. INFECTIOUS DISEASE OUTBREAK**

Outbreaks of meningitis, hepatitis, salmonella, anthrax, botulism, smallpox, or other serious health problems which can cause an epidemic constitute an crisis situation for the employees or customer products.

- Report incident to President or Vice President for Student Life.
- Contact will be made with local health department by the CMT.
- CMT will obtain as much information as possible, type of problem, where, and how many people are affected.

- In conjunction with the Health Department staff, the CMT will assess the problem, determine the risks to the community, and if needed, begin preventive measures to hinder the spread (if communicable disease).
- CMT will notify necessary employee and customers.
- If quarantine is necessary, secure the area and allow only authorized personnel to enter.
- Health Department will coordinate with other local, state or regional agencies in the following: collection of specimens, laboratory testing, immunization, and treatment of victims.
- Appropriate CMT member will notify the families of affected students. Student Life Office will provide information to remainder of student body.
- Vice President of Operations will coordinate any media releases that are necessary.

#### **F. PHYSICAL VIOLENCE**

Harassment, threats, or intimidation, whether verbal or physical, of any member of the Company community is considered a very serious offense and will be dealt with accordingly. See Employee Handbook for further details and policies.

##### **1. ASSAULT**

- Call 911 -- emergency squad/medical
- Notification of family --- President or designee
- Assign staff member of same sex to accompany victim as needed through medical attention, police investigation

##### **2. HOMICIDE**

- Call 911 -- emergency squad/medical
- Call Los Angeles County Sheriff's Department (LASD), (323) 264-4151
- Report to OSHA if employee-related
- File worker's compensation report
- Notification of family --- President or designee
- See DEATH,

##### **3. KIDNAPPING**

- Call 911 -- emergency squad/medical
- Call Los Angeles County Sheriff's Department (LASD), (323) 264-4151
- Notification of family --- President or designee

##### **4. RAPE/SEXUAL ABUSE (FORCIBLE SEX OFFENSE)**

- Call 911 -- emergency squad/medical
- Call Los Angeles County Sheriff's Department (LASD), (323) 264-4151
- Notification of family --- President or designee
- Assign staff member of same sex to accompany victim as needed through medical attention (hospital care, rape kit, exam procedures) and the police investigation (collection of evidence and questioning by law enforcement).
- Pursue counseling possibilities for victim

##### **5. ROBBERY**

- Call 911 -- emergency squad/medical
- Call Los Angeles County Sheriff's Department (LASD), (323) 264-4151

- Contact insurance company to report loss

#### **H. POWER FAILURE**

The response procedures are dependent upon whether we have or do not have advance warning and whether classes are in session or not in session.

##### **1. Power outage WITH ADVANCE warning**

- If after consultation with President or Vice President of Operations, Shifts will be cancelled or the daily production schedule changed, notify:
  - Facilities Department Heads by VP for Operations or designee
  - Alert key personnel to specific responsibilities.
  - Each individual should turn off all electrical equipment (computers, printers, typewriters, copiers, etc.).
  - Facilities should shut off all electrical switches at the electrical panel.
- When power is restored, Facilities will check the effect of the power outage on the site (refrigerated food, clocks, timers, etc.).
- If the outage is going to be more than 12 hours, then alternate cold storage needs to be arranged.

On-site cold storage using refrigerated trailers can be arranged with:

##### **Scully Distribution Services, Inc.**

10641 Almond Ave.  
Fontana, CA 92337  
(909) 356-8555

Off-Site cold Storage using dedicated warehouse storage.

##### **Union Central Cold Storage**

1525 Industrial Street  
Los Angeles CA 90021  
(213) 489-4205

##### **2. Power outage WITHOUT ADVANCE warning**

- Tune to the Emergency Broadcast System on battery-powered radio.
- The Director of Manufacturing and staff will survey the company for any power problems or potential safety concerns that may have caused or resulted from the power outage.
- The Director of Operations should contact the local power station to determine the nature of the power outage and whether any action is necessary by Company personnel.
- If after consultation with President or Vice President of Operations, Shifts will be cancelled or the daily production schedule changed, notify:
  - Facilities Department Heads by VP for Operations or designee
  - Alert key personnel to specific responsibilities.
  - Each individual should turn off all electrical equipment (computers, printers, typewriters, copiers, etc.).
  - Facilities should shut off all electrical switches at the electrical panel.

- When power is restored, Facilities will check the effect of the power outage on the site (refrigerated food, clocks, timers, etc.).

## **V. EVACUATION PLAN**

Where there is sufficient advance warning of a natural or human caused disaster and the Company population is considered to be in immediate danger, timely and systematic evacuation may be required.

### **A. ON SITE**

- Call 911 and alert Crisis Management Team.
- Evacuate building and go to designated location.
- An appropriate Supervisors and/or staff member should take roll (collect the names of everyone present) at each Assembly Area.
- Do not re-enter any building until officials declare area safe.

### **B. LOCKDOWN / SHELTER-IN-PLACE**

In some cases, evacuation is not the best response or not possible. When conditions inside are safer than outside, a reverse evacuation may be necessary. To protect building occupants from potential dangers in the building or from external dangers:

- Clear employees and personnel from outside areas and report to nearest available work area or gathering place.
- Close and lock all windows and doors and do not leave for any reason.
- In case of gas/chemical release, tape all windows and doors and seal the gap between bottom of door and floor if possible.
- Cover and stay away from all room and door windows.
- Move employees to interior walls and drop.
- Shut off lights and be quiet.
- Wait for further instructions.

## **VI. RESUMING OPERATIONS**

Immediately after an emergency, the President and Crisis Management Team (CMT) will take steps to resume operations.

- The President will establish a recovery team, if necessary and establish priorities for resuming operations.
- The director of operation, or his designee will continue to ensure the safety of personnel on the property, assess hazards, and maintain security at the incident site.
- The President or his designee will conduct an employee briefing.
- Director of Operations will keep detailed records. The Quality Assurance Manager will take photographs of or videotape the damage.
- The Director of Operations will account for all damage-related costs, establish special job order numbers, and charge codes for purchases and repair work.
- Follow notification procedures (as outlined in this document).
- Notify employees' families about the status of personnel on the property.
- Notify off-duty personnel about work status.
- Notify insurance carriers and appropriate government agencies.



- Director of Operations will coordinate the removal of smoke, water and debris. Additionally, if needed, Maintenance will protect equipment against moisture, restore sprinkler systems, physically secure the property, and restore power.
- The President or his designee will conduct an investigation and coordinate actions with appropriate government agencies.
- Maintenance will conduct salvage operations while segregating damaged from undamaged property. They will keep damaged goods on hand until an insurance adjuster has visited to the premises. Materials that are seriously in the way of efforts will be moved to a location that will minimize exposure to the elements.
- The Director of Operations will take an inventory of damaged goods. This is usually done with the insurance adjuster, if there is any appreciable amount of goods or value. Goods released to an insurance adjuster should be documented and signed on an inventory stating the quantity and type of goods being removed.
- Maintenance will restore equipment and property. For major repair work, review restoration plans with the insurance adjuster and appropriate government agencies.
- The Vice President of Operations will assess the value of damaged property and assess the impact of business interruption.

## VII. EVALUATION OF CRISIS MANAGEMENT

### A. REVIEW INTERNAL PLANS AND POLICIES

- \_ Evacuation plan
- \_ Fire protection plan
- \_ Safety and health program
- \_ Environmental policies
- \_ Security procedures
- \_ Insurance programs
- \_ Finance and purchasing procedures
- \_ Campus closing policy
- \_ Employee manuals
- \_ Hazardous materials plan
- \_ Process safety assessment
- \_ Risk management plan
- \_ Capital improvement program
- \_ Mutual aid agreements with the community

### B. MEET WITH OUTSIDE GROUPS

- \_ Fire department
- \_ Police department
- \_ Emergency Medical Services Organization
- \_ Public Works Department
- \_ Planning Commission
- \_ Telephone companies
- \_ Electric utilities
- \_ Neighboring businesses

**C. IDENTIFY CODES AND REGULATIONS**

- ☐ Identify applicable federal, state and local regulations such as:
- ☐ Occupational safety and health regulations
- ☐ Environmental regulations
- ☐ Fire codes
- ☐ Seismic safety codes
- ☐ Transportation regulations
- ☐ Zoning regulations
- ☐ Administration policies

**D. IDENTIFY AND REVIEW CRITICAL SERVICES AND OPERATIONS**

- ☐ Company services and the facilities and equipment needed to maintain them
- ☐ Lifeline services such as electrical power, water, sewer, gas, telecommunications and transportation
- ☐ Operations, equipment and personnel vital to the continued functioning of the facility

CRISIS SITUATION REPORT

(File with Vice President of Operations within 5 days of incident)

Description of incident (include date, time, place): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Immediate actions by Crisis Command Team: \_\_\_\_\_

Describe assistance provided by Emergency Services: \_\_\_\_\_

Describe assistance provided by other community agencies/organizations: \_\_\_\_\_

Follow-up which has occurred/is occurring: \_\_\_\_\_

With Employees: \_\_\_\_\_

With Management Staff: \_\_\_\_\_

Recommendations to improve responses to such crises in future: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Person filing report: \_\_\_\_\_

Date: \_\_\_\_\_

Copy to be provided to the President’s Office

\*Attach a list of individuals directly involved in the incident.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A  
EMERGENCY MANAGEMENT OFFICES AND RESOURCES

FEMA Headquarters  
Federal Emergency Management Agency  
500 C Street, SW  
Washington, DC 20472  
202-566-1600  
[www.fema.gov](http://www.fema.gov)


California Emergency Management Agency  
904 Santa Rosa Street  
San Luis Obispo, CA 93401  
(805) 549-3535  
[www.oes.ca.gov](http://www.oes.ca.gov)

FEMA Regional Offices  
Region 9: Oakland, Ca  
Federal Emergency Management Agency  
1111 Broadway, Suite 1200  
Oakland, CA 94607-4052

## RECORD OF ANNUAL REVIEW

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### 1. OBJECTIVE

The objective of this plan is to establish written guidelines that are to be followed to prevent food adulteration caused by a deliberate act of sabotage or bioterrorism and minimize the risk of security breaches on grounds and within the facility of Sunrise Produce Company. These guidelines are to meet or exceed the "Public health security & Bioterrorism Act 2002".

### 2. SCOPE

This program is to protect the food processed at Sunrise Produce Company and covers the property and building Sunrise Produce Company's leases. This plan also intends to address areas of risk while recognizing the need for reasonable access to employees, vendors, suppliers, truck drivers, contractors and visitors.


### 3. RESPONSIBILITIES

Individuals that have collective responsibility for Sunrise Produce Company overall food security:

#### Primary Responsibility      Individual

SUNRISE PRODUCE COMPANY	
<b>FOOD DEFENSE &amp; FACILITY SECURITY TEAM CONTACT INFORMATION</b>	
FOOD SAFETY – MANAGER OF QUALITY ASSURANCE	
Name:	Gerson DePaz
Office Phone Number:	(800)-834-4926 ext. 142
Cellular:	(213)-675-0727
EMPLOYEE SAFETY – DIRECTOR OF OPERATIONS	
Name:	Gerson DePaz
Office Phone Number:	(213)-675-0727
Cellular:	(213)-675-0727
EMPLOYEE SAFETY – TRANSPORTATION MANAGER	
Name:	Erica Barraza
Office Phone Number:	800-834-4926 ext 167
Cellular:	(323)712-8547
EMPLOYEE SAFETY-WAREHOUSE MANAGER	
Name:	Jorge Ramos
Office Phone Number:	(800)-834-4926 ext 124
Cellular:	(323)-864-3950
EMPLOYEE SAFETY-LOADERS MANAGER	
Name:	Jorge Ramos



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<b>Office Phone Number:</b>	(800)-834-4926 ext 124
<b>Cellular:</b>	(323)864-3950
<b>GROUNDS SECURITY – MAINTENANCE MANAGER</b>	
<b>Name:</b>	Alex Vargas
<b>Office Phone Number:</b>	(800)-834-4926 ext 130
<b>Cellular:</b>	(323)-523-1415

**Other emergency contacts**

<b>LAW ENFORCEMENT AND REGULATORY AGENCIES</b>	
<b>Agency</b>	<b>CITY OF FULLERTON LOCAL POLICE DEPARTMENT</b>
<b>Emergency Phone Number:</b>	<b>911</b>
<b>Second Emergency Phone Number:</b>	<b>(714)738-6800</b>
<b>Third Emergency Phone Number:</b>	
<b>NON-EMERGENCY PHONE NUMBER</b>	


<b>LAW ENFORCEMENT AND REGULATORY AGENCIES</b>	
<b>Agency</b>	<b>USDA</b>
<b>Phone Number:</b>	<b>(951) 656-6800</b>
<b>Mailing Address</b>	<b>22690 CACTUS AVE MORENO VALLEY, CA 92553-9024</b>
<b>Fax Number</b>	<b>(951) 656-0094</b>

<b>LAW ENFORCEMENT AND REGULATORY AGENCIES</b>	
<b>Agency</b>	<b>FDA</b>
<b>Phone Number:</b>	<b>(888) 463-6332</b>
<b>Mailing Address</b>	<b>10903 New Hampshire Ave Silver Spring MD 20993-0002</b>
<b>Fax Number</b>	

**4. PROCEDURES**

**4.1 Grounds Access**

- 4.1.1.1 A security guard is on duty 24 hours everyday.
- 4.1.1.2 A surveillance video system is in place and covers all access and critical areas.

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## 4.2 Building Access

**4.2.1 Building:** This building contains the corporate office, dry warehouse and refrigerated rooms where products are stored.

4.2.1.1 All Visitors are required to use the main entrance at the front of the building where the reception is located.

4.2.1.2 Visitors are required to sign in with the reception and provide identification.

4.2.1.3 Visitors are required to sign the Sunrise Produce Company GMP's and visitors guidelines.

4.2.1.4 Each visitor is given a 'visitor's badge' and are required to wear the badge at all times during the duration of the visit for both facilities.

4.2.1.5 There are Two (2) access doors to the facility; the main office entrance and the truck entrance. Both accesses are controlled by the receptionist and by the security guards.

4.2.1.6 Truck drivers require checking in with the security guard before they are allowed to access the receiving dock.

4.2.1.6.1 Truck Drivers have restricted access to the building. They are required to enter only through a designated door for truck drivers and employees. They check in with the receiving personnel before entering the building.

4.2.1.6.2 After entering the building, the truck drivers must register with clerk, provide a valid ID or driver's license, and provide delivery documentation regarding the products being delivered.

4.2.1.6.3 **Frequency:** Daily or as needed

4.2.1.6.4 **Primary Responsibility:** Shipping Clerk

4.2.1.6.5 Truck drivers are not allowed to walk around beyond the loading dock area; they are to coordinate with the receiving supervisor to deliver or to pick up a load to get beyond the security door.

4.2.1.6.6 Truck drivers are to always inform the receiving supervisor and/or receiving clerk when entering/leaving the loading dock.

4.2.2 All other general deliveries (as parcel and courier services) during normal business hours check in with the receptionist in the office. Hours are 8:00AM to 4:30PM Monday through Friday.

4.2.2.1 **Frequency:** Daily or as needed

4.2.2.2 **Primary Responsibility:** Receptionist


4.2.3 Dock doors remain closed except when receiving or shipping.

4.2.3.1 **Primary Responsibility:** Shipping Clerk

4.2.3.2 **Management Responsibility:** Shift Manager

## 4.3 Bio-Security measures

4.3.1 HACCP and Risk Assessment

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4.3.1.1 Sunrise Produce Company implements a comprehensive HACCP Program defining and justifying risk for each ingredient and product.

4.3.1.2 Also maintains a Food Defense ‘Operational Risk Management’ assessment.

4.3.1.3 Key areas of the facility and process are assessed for risk. Key measures and procedures and corrective actions are established to ensure the safety of the products and employees.

**4.3.2 Seal integrity**

4.3.2.1 Sunrise Produce Company required tamper evident seals when applicable (as they arrive) to ensure the integrity of ingredients, and uses only approved sources for all ingredients, compressed gas, packing materials and labels.

4.3.2.2 Outbound shipments are inspected for integrity, damaged goods (see shipping procedure) and locked prior to leaving premises.

**4.3.3 Storage**

4.3.3.1 The Chemical Cage remains locked at all times with select management key distribution and access to only authorized personnel and handled only by trained personnel.

4.3.3.1.1 **Primary Responsibility:** Each shift manager

4.3.3.1.2 **Management Responsibility:** Director of operations

4.3.3.2 Maintenance parts and lubricants remain locked with select maintenance management key distribution.

4.3.3.3 Only authorized personnel are permitted to use maintenance parts, lubricants, etc.

4.3.3.3.1 **Primary Responsibility:** Each shift Maintenance Manager or Lead man  
**Management Responsibility:** Maintenance Manager

**4.3.4 Computer Access**

4.3.4.1 Central servers (two) are protected with updated virus and firewall software and are only accessible to assigned personnel. Passwords are required for access.


4.3.4.2 **Primary Responsibility:** Transportation manager

**4.3.5 Less Than Full truckload Shipment**

4.3.5.1.Vehicles used for the transport of LTL, partial loads or couriers services must be kept secure during transit. The preferred method is to require the driver to lock the trailer between deliveries.

**4.3.6 Water Safety**

4.3.6.1.Emphasis must be placed upon water with regard to the utilities. Sunrise Produce Company verifies water quality with an annual and outside 3<sup>rd</sup> party laboratory testing.

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4.3.6.2.All water systems are equipped with backflow preventions

4.3.6.3.All water is from a municipal supply

4.3.6.4.No water storage tanks are used outside of the facility

#### **4.3.7 Pest Control chemicals**

4.3.7.1.Chemicals used for pest control purposes are not stored in the facility

4.3.7.2.Chemicals are ONLY used by a certified pest control technician.

#### **4.3.8. Employees**

4.3.8.1. Criminal background check is done for every employee prior to being hired.

### **5 REPORTING AND INVESTIGATION**

5.1.1. It is the responsibility of every employee to immediately report to their direct supervisor any observed unusual behavior and/or unrecognized individual(s) on the premises. Likewise, supervisors are to investigate and address any behavior issues immediately if within their span of responsibility.

5.1.2. In the case of unrecognized individual(s), should they be unauthorized to be on site, the supervisor will:

5.1.3. Get their name, company and/or purpose IF the individual(s) pose no threat as judged by the supervisor.

5.1.4. If the supervisor perceives a possible threat, he/she should seek immediate management assistance and/or contact local police immediately.

5.1.5. All occurrences of unauthorized individual(s) on site will be reported to the senior management employee on site. That person will then be responsible for notifying one of two senior management employees:

- Human Resources Manager
- Director of operations

5.1.6. The Human Resources Manager will direct formal investigation and any subsequent actions.

### **6. RECORDS**

6.1 Receiving and shipping logs

6.2 Video recorded camera surveillance

6.3 Centrally monitored zone controlled security system


6.4 Transportation Seal Log

### **7. RELATED PROGRAMS**

7.1 QAP-003 Good Manufacturing Practices GMP's


7.2 HACCP Program

7.3 Operational Risk Management – Facility and Processing Risk Assessment

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1. **OBJECTIVE:**

The purpose of this procedure is to ensure that each product distributed at Sunrise Produce Company complies with all food legislation. Food regulatory requirements will specify if there are any labeling, chemical, physical or microbiological criteria that apply to our products.

2. **SCOPE:**

This procedure applies to all products.

3. **RESPONSIBILITIES:**

Quality Assurance Departments are all responsible for the implementation of this policy and ensuring our products comply with these requirements.

4. **COMPLIANCE WITH REGULATION:**

Sunrise Produce Company is aware of and complies with the food legislation that applies to all products that are distributed within our facility. Our company understands the product legislative requirements that apply in the markets we supply as well as the laws governing the country of production.

In addition to meeting food safety standards outline in the legislation, Sunrise Produce Company also demonstrates compliance with legislative requirements applicable to trade **weights and measures, packaging, product description, nutritional and additive labeling, allergen controls and related labeling declaration.**

5. **METHODS AND RESPONSIBILITIES FOR REGULATORY UPDATES:**

The methods and responsibilities for ensuring the organization is kept informed of changes to relevant legislation, scientific and technical developments, and relevant industry codes of practices shall be documented and implemented.

Quality assurance staff is kept informed of changes by;

- Subscribing to on-line government regulatory updates.
- Subscribing to Food Industry publications on new and emerging technologies.
- Attending courses on interpretation and new regulatory guidelines and initiatives.
- Using food regulatory consultants for their expertise on relevant industry practices.
- Maintaining relationships with supplier's technical and regulatory experts.

6. **LICENCES:**


**FDA Bioterrorism Number:** 16662100128

**City Permit in file:** Record ID: PR0000622

7. **REFERENCES:**

Code of Federal Regulations title 21 (Food and Drugs)

8. **SOURCES OF REGULATORY UPDATES:**

QAP-3.03.10 Food Legislation	Page	2 of 3
Quality System	Section	3.03.10
	Rev. Date	8/12/2015
	Attachments	0

USA  
[www.govdelivery.com](http://www.govdelivery.com)  
[www.foodsafety.gov](http://www.foodsafety.gov)  
[www.fsis.usda.gov](http://www.fsis.usda.gov)

CANADA  
[www.hc-sc.gc.ca](http://www.hc-sc.gc.ca)

MEXICO  
<http://dof.gob.mx/normasOficiales.php>

Revision No.	Date	Description







# Trace Back Program

## Harvest Data

Harvest/Supplier Data  
Harvest Report  
Harvest/Receipt Date  
Lot #  
Grower/Supplier  
Quantity Harvested/Supplied  
Yield Report  
Certificate of Analysis  
Grower/Supplier Contact Details  
FDA Food Facility Number  
Receiving Data  
Date Received  
PO# Issued  
Truck Conditions  
Receiving Temperature  
Product Condition  
Grading Verification

## Production/ Packing

### Production Data

Production Logs  
Raw Product Description  
Lot #  
SKU  
Units Used  
Process Yield  
Production Shift  
Production Line  
Product x SKU  
Product Descriptions  
Production Code (Lot #)  
Quantities  
Labels  
SKU's Produced  
SKU Volumes Produced  
QA/QC Data  
Lot #  
Raw Product Data  
Finished Product Data  
CCP Logs  
Retained Samples Data

## Loading Data

Picking Report  
Date  
Order #  
Amount Shipped x SKU  
Route #  
Inventory Report  
Inventory x SKU x Date  
Production Code (Lot #)  
Loading Report  
Order #  
PO #  
Customer ID  
Route #  
Amount Loaded x SKU  
Bar Code (lot #) x SKU  
Date  
Destination Address

## Sales Data

Invoice  
Order #  
Order #  
PO #  
Dates  
Customer ID  
Destination  
Product x SKU  
Quantities  
Contact Details


## Shipping/ Delivery

## Invoice/ Sales







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The purpose of the program is to define activities and responsibilities for the timely execution of a product recall.


**Activity/Responsibility:**

- Recall coordinator immediately notifies and assembles the Recall Team. The responsibility of each recall team member is outlined and attached.
- Food Illness Form, (if any), are carefully reviewed by the Recall Team. If warranted, a product market withdrawal, product replacement, or recall is initiated. Recall information is located in the CFR (21 CFR Part 7, Subparts A and C). A recall involves the removal or correction of a marketed product that the FDA considers to be in violation of the laws it administers and against which the agency would initiate legal action (seizure).
- Sunrise may initiate market withdrawal, or the removal of a distributed product, which involves a minor violation that would not be subject to legal action by FDA, or that involves no violation (stock rotation practices). Stock recovery is the removal or correction of product that has not been marketed or that has not left the direct control of the firm (no portion of the product has been released for sale or use). Product can be replaced in the event of a stock recovery if it has not reached the store level. Product replacement can be done internally for any number of reasons.
- A full product recovery always occurs with a Class I recall. Notification of the public typically occurs, however each situation requires evaluation by the Food & Drug Administration.
- A product market withdrawal is generally conducted in Class III recall. Notification of the public is not typically required by the FDA. ,
- The recall can be company initiated, done on a voluntary basis, or done at the request of FDA. The type of recall will depend on the nature of the defect. There are 3 recall classifications by FDA. They include

**Class I, II, and III.**

**Class I:** Emergency situation requiring immediate removal of product from the market. The product defect causes immediate or long-term, life threatening consequences. There is a direct cause and effect relationship between consumption of the product and injury or death. Examples include finding Salmonella in a ready-to-eat food.


**Class II:** Priority situation where immediate or long term and potentially life threatening or injurious defects exist. There is no direct cause and effect as in a Class I recall. Examples include finding other, less severe pathogens in food.

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Quality System	<b>Section</b>	<b>1.07.1</b>
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**Class III:** Routine situation in which the consequences to life (if any) are remote or non-existent. Examples; include misbranding or label violation that does not involve a health hazard.

- Once the scope of the recall has been decided, arrangements for recovery and replacement will be made.
- The quantity of product made and distribution points are identified.
- Customers, distributors and contract warehousing suppliers will be notified immediately in writing by a designate of the recall coordinator of recall action. The letter will consist of the following information:
  - \* Product description
  - \* Use By date and Batch #
  - \* How product will be picked up or returned to Sunrise.
  - \* How product will be replaced to customers so as not to disrupt regular business.
- Recall team technical support will request samples of the product to be returned to Sunrise for evaluation.
- Customers will be notified of issues and steps being taken to rectify situation, as necessary.
- An investigation of the incident will be initiated by the Recall Team and appropriate consultants to identify root causes and initiate corrective action. They will identify the onset and decline of the defect, and determine the appropriate scope of the recall (lots and products involved), Investigation may include in-house or outside lab analysis of parallel retain and field samples representing the same batch. Whenever possible, analysis of any product that has been opened and possibly contaminated by an outside source is discouraged unless the situation demands it or no retain sample is available.
- Records of correspondence with Food and Drug Administration will be kept by the Recall Team Coordinator.
- Product will be disposed of in the proper manner. Disposal will be organized by the recall coordinator. A certified landfill company will be used. The FDA will be invited to observe destruction process, if appropriate.
- The Recall Coordinator verifies that all products in trade streams was recovered and/or properly disposed. Certificates of destruction are maintained on file with a full record of the incident.
- If needed the customer will receive a credit for product, the credit should be authorized, in writing, by an officer of the company.

**Documentation:**  
 A master file will be kept by the recall coordinator, or a designate, during the recall. A summary report of the incident is required for FDA to close out a recall. Records of the summary report and appropriate back-up documentation will be kept in a recall file for a period of at least 2 years.

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#### **Recall Procedure Responsibilities**

Recall procedures are maintained by the Sunrise QA Department. The recall system is capable of tracking all batches manufactured by Sunrise and all customers who receive these batches.

Various functions during a recall are taken by various people. The various stages of responsibility are:

**Recall Coordinator** — (President & QA Manager) Serves as central authority for the Recall Team. Consults with Recall Team members and appropriate consultants to plan for recall and to provide all backup procedures, and manage all records of return.

**Recall Team Members** — (OP/QA Managers, Sales Manager, Customer Service Manager, Purchasing and Controller) Assimilate, interpret and organize all information developed by others pertinent to the recall. Will involve consultants as necessary.

**Traffic and Distribution** — (OP/QA & Sales Manager) Locates merchandise and provides transportation to store, return or dispose of recalled material.

**Technical Services** — (VP & OP/QA Manager) Investigates the possible causes of the problem. Establishes total inventory involvement and works with Traffic and Distribution to locate and account for all material. Works with technical consultant as necessary to identify source of problem and coordinate remediation.

**Company Spokesperson** — (President) Acts as sole company spokesperson to communicate appropriately with media, as necessary, interacts with input from Public Relations Firm, Legal Adviser, Technical Adviser, and Recall Team Coordinator.


**Employee Liaison** — (OP/QA Manager) Acts as company spokesperson to communicate appropriately with employees, as necessary. Establishes company spokesperson as sole media contact. interacts with input from Recall Coordinator.

#### **\*\* President is Recall Coordinator:**

David Sapia  
500 Burning tree  
Fullerton CA 92833


Tel. (Office)(323) 726-3838 A  
(Home) (626) 332-7509  
Fax (Office) (323) 582-5222



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**TOTAL RECALL EMERGENCY CONTACTS**

- USDA  
(323)-881-6961
- ORANGE COUNTY HEALTH CARE AGENCY  
(714)-433-6000
- ACUTE COMMUNICABLE DISEASE CONTROL  
(213)-240-7941
- DEPARTMENT OF AGRICULTURE  
(909)-276-6434
- APHIS  
(562)-980-4216

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<b>Quality System</b>	<b>Section</b>	<b>1.07.1</b>
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	<b>Attachments</b>	<b>0</b>

### Traceability Program

1. All products are ordered via a PO # with our computer system (Produce Pro). The system has all vendors contact information, product descriptions, weights and count sizes. This is for all produce and packaging.
2. Receiving department inspects and counts (verifies the amount or lbs) products income, making sure the PO # and the receiving ticket match. The item and amount is received into the system.
3. All incoming boxes or totes are mark with a sticker that has the PO# and the date (Julianne). This sticker is used to keep track of all products in the warehouse
4. Any produce that is processed into another product (chopped, sliced, or handcut) has the PO# copied down and entered on the production log. The finished product is labeled with a code date (Julianne). Repack items are labeled with the same PO# they were received under.
5. Finished product inventories are kept and with the code date information.
6. Any sales to a customer is tracked by our system, which has all the customer contact information, amount ordered and received.

By using our computer system and product labeling we can trace any product received into our warehouse and track it to the individual customer.





Buy American Documents







### PROVISION REQUIREMENTS

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

### IMPLEMENTING THE BUY AMERICAN PROVISION

The Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. SFAs are reminded that when funds are used from the nonprofit food service account, procurement transactions for food products on the commercial market must comply with the Buy American provision, whether food products are purchased by SFAs or entities that are purchasing on their behalf.

Some examples of entities purchasing on the behalf of SFAs include: food service management companies, group purchasing organizations, or cooperatives of schools Purchasing shared goods and services, or through an inter-entity agreement, etc. If SFAs have difficulty ensuring that food products meet this regulation, FNS encourages a specification to be included in solicitations and contracts that only 100% domestically grown and processed products are approved for purchase.

### THE BUY AMERICAN PROVISION SUPPORTS LOCAL AND SMALL BUSINESSES

Using food products from local sources supports small local farmers and provides healthy choices for children in the school meal programs. Purchasing from these entities also supports the local economy. Compliance with the Buy American provision may also encourage SFAs to work with local, or small, minority, and women-owned businesses. Federal regulations require SFAs to take all necessary affirmative steps, when possible, to assure that small, minority, and women-owned business enterprises are used (2 CFR Part 200.321). These entities may also be good sources for products of the United States, or its territories. FNS encourages purchasing food products from local and regional sources when expanding farm to school efforts as well.



**We follow the enforcement of the Buy American Provision in the National School Lunch**

### LIMITED EXCEPTIONS

There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the “domestic” standard as described above ( “non-domestic”) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. For example, SFAs should ask:

- Are there other domestic sources for this product?
- Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive (e.g. substitute domestic pears for non-domestic apples)?
- Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?

Again, although exceptions to the Buy American provision exist, they are to be used as a last resort. These exceptions, as originally outlined in the 2012 guidance, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

If a SFA is using one of the above exceptions, there is no requirement to request a waiver in order to purchase a non-domestic product. SFAs must, however, keep documentation justifying the exception(s). FNS has provided sample language of such, to be used as a reference in solicitation and contract documents; these are found in question 8 of the Questions and Answers document attached. It should be noted that FNS has not defined a dollar amount or percentage triggering this exception. Monitoring by the SFA and oversight by the State agency are critical functions in enforcing the Buy American provision, as further outlined below.

### MONITORING THE BUY AMERICAN PROVISION BY SFAS

The USDA requires that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. This is accomplished by SFAs including the Buy American provision in solicitations, contracts, and product specifications. A reply offer to comply with Buy American terms in a solicitation ensures contractors are aware of Buy American requirements. Further, bidder assurance of the Buy American provision ensures that the bidder is responsive and responsible to the solicitation. Best practices would then entail including language in the solicitation and contract on how the bidder would address alternative methods to conform to the Buy American provision, if needed. Furthermore, as noted above, language should be included that establishes the method of requesting exceptions before supplying non-domestic products.

Additionally, solicitation and contract language must be monitored to ensure compliance. SFAs must monitor contractor performance as required in 2 CFR Part 200.318(b), formerly in 7 CFR Part 3016.36(b)(2), to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. This is accomplished by ensuring the product label designates the United States, or its territories, as the country of origin. Therefore, SFAs must ensure that products delivered comply with any Buy American contract provisions by reviewing products and/or delivery invoices/receipts to identify the country of origin is the United States or its territories. SFAs also need to conduct a periodic review of storage facilities, freezers, refrigerators, dry storage, and warehouses to ensure products comply with the Buy American provision, unless a limited exception has been approved.

### MONITORING THE BUY AMERICAN PROVISION BY STATE AGENCIES

State agencies conducting procurement reviews in conjunction with or as a separate review from administrative reviews in 7 CFR Part 210.18, must ensure SFA compliance with the Buy American provision. Similar to SFA monitoring, State agencies must determine if a SFA's solicitation and contract documents contain the language for contractors to supply products in compliance with the Buy American provision; review the label on a variety of food products in storage facilities; and review a sample of supplier invoices/receipts to ensure the country of origin is the United States or its territories.

If exceptions are identified, the State agency must request documentation justifying the exception(s) outlined above. If non-domestic products are identified and there is no documentation justifying the exception, the State agency must issue a finding and require corrective action. State agencies are reminded to distribute this memorandum to SFAs immediately. SFAs should direct any questions concerning this guidance to their State agency. State agencies with questions should contact the appropriate FNS Regional Office.





USDA states the "mission of the Child Nutrition Programs, is to serve children nutritious meals and support American agriculture."

\* All information is subject to weather and market fluctuations.

USA	January	February	March	April	May	June	July	August	September	October	November	December
Apples	USA											
Avocado	MEXICO	USA										
Banana	OFFSHORE											
Basil	MEXICO	USA										
Blueberries	PERU	USA										
Bok Choy	USA											
Broccoli	USA											
Cabbage	USA											
Cantaloupe	OFFSHORE											
Carrots	USA											
Cauliflower	USA											
Celery	USA											
Cilantro	USA											
Cucumber	MEXICO											
Edamame	ASIA											
Grapes	MEXICO											
Green Beans	MEXICO											
Green Onions	MEXICO											
Honeydew	OFFSHORE											
Jicama	OFFSHORE											
Kale	USA											
Kiwi	NEW ZEALAND											
Lemons	USA											
Lettuce	USA											
Limes	MEXICO											
Mushroom	USA											
Nectarine	CHILE											
Orange	USA											

USA	January	February	March	April	May	June	July	August	September	October	November	December
Apples	USA											
Avocado	MEXICO	USA										
Banana	OFFSHORE											
Basil	MEXICO	USA										
Blueberries	PERU	USA										
Bok Choy	USA											
Broccoli	USA											
Cabbage	USA											
Cantaloupe	OFFSHORE											MEXICO
Carrots	USA											
Cauliflower	USA											
Celery	USA											
Cilantro	USA											MEXICO
Cucumber	MEXICO											USA
Edamame	ASIA											USA
Grapes	MEXICO											USA
Green Beans	MEXICO											USA
Green Onions	MEXICO											USA
Honeydew	OFFSHORE											USA
Jicama	OFFSHORE											
Kale	USA											
Kiwi	NEW ZEALAND											USA
Lemons	USA											
Lettuce	USA											
Limes	MEXICO											
Mushroom	USA											
Nectarine	CHILE											CHILE
Orange	USA											



# Buy American!

USDA states the "mission of the Child Nutrition Programs, is to serve children nutritious meals and support American agriculture."

\* All information is subject to weather and market fluctuations.

USA	January	February	March	April	May	June	July	August	September	October	November	December
Peach		CHILE					USA					CHILE
Peas						MEXICO						
Pomegranate	USA				AUSTRALIA						USA	
Peppers		MEXICO					USA					MEXICO
Pineapple						OFFSHORE						
Plums		CHILE					USA					CHILE
Pluots		CHILE					USA					CHILE
Potatoes						USA						
Radish						MEXICO						
Raspberries	MEXICO					USA						MEXICO
Romaine						USA						
Salad Blends						USA						
Snap Peas						MEXICO						
Spinach						USA						
Spring Mix						USA						
Squash								USA				MEXICO
Strawberries	MEXICO					USA						MEXICO
Tangerine						USA						
Tomatillo						MEXICO		USA				MEXICO
Tomatoes						MEXICO		USA				MEXICO
Watermelon						MEXICO		USA				MEXICO

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard, in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

\* Please see the USDA Memo Code SP 38-2017, page 3 for more information.



500 Burning Tree Rd, Fullerton, CA 92833    Te : 1.800.VEGGY.CO    Fax: 323.582.5222



Buy American Certification

Commodity - AVOCADOS

Country of Origin – Mexico, California, Peru and Chile

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality during the winter months, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity - Bananas

Country of Origin – Guatemala, Ecuador, Costa Rica, Colombia, and Honduras

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity – Bell Peppers

Country of Origin – Mexico, California and Florida

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality during the winter months, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company







Buy American Certification

Commodity – Cantaloupe Melon

Country of Origin –California and OffShore

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality during the winter months, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity – Cilantro

Country of Origin – California and Mexico

To whom it may concern:

The cost on the U.S. commodity is significantly higher than that of the non-domestic product.

Cilantro is harvested domestically in the summer and sourced out of Mexico for the remaining months.

Sunrise sources out of Mexico during this time period due to the prices being 50% higher due to availability for domestically grown product during that time period; therefore, it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity - CUCUMBER

Country of Origin – Mexico, California, Florida

To whom it may concern:

The cost on the U.S. commodity is significantly higher than that of the non-domestic product.

Cucumbers are harvested eight months out of the year out of Mexico and Florida and the other four months they are sourced out of California.

Sunrise sources out of Mexico vs Florida or Texas during this time period due to the prices being over 50% higher due to freight coming from Florida vs. Mexico during that eight-month period; therefore, it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company







Buy American Certification

Commodity - Edamame

Country of Origin – Offshore-Southeast Asia

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity - Grapes

Country of Origin – Mexico, California, Peru and Chile

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality during the winter months, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity – Honeydew Melon

Country of Origin – California and Offshore

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality during the winter months, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity – Jalapeno Peppers

Country of Origin – California and Mexico

To whom it may concern:

The cost on the U.S. commodity is significantly higher than that of the non-domestic product.

Jalapeno Peppers are harvested domestically in the summer and fall months. They are sourced out of Mexico for the remaining months.

Sunrise sources out of Mexico during this time period due to the prices being 50% higher due to availability for domestically grown product during that time period; therefore, it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company







Buy American Certification

Commodity – Lime

Country of Origin – Mexico

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity - MANGO

Country of Origin – Ecuador, Mexico, Brazil, Peru

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity - Pineapple

Country of Origin – Ecuador, Costa Rica

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company







Buy American Certification

Commodity – Strawberry

Country of Origin – California and Mexico

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality during the winter months, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity - TOMATOES

Country of Origin – Mexico, California and Florida

To whom it may concern:

The cost on the U.S. commodity is significantly higher than that of the non-domestic product.

Tomatoes are harvested eight months out of the year out of Mexico and Florida and the other four months they are sourced out of California.

Sunrise sources out of Mexico vs Florida during this time period due to the prices being over 50% higher due to freight coming from Florida vs. Mexico during that eight month period; therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity – Watermelon

Country of Origin – California and Mexico

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality during the winter months, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company





Buy American Certification

Commodity – Zucchini

Country of Origin – Mexico, California and Florida

To whom it may concern:

This commodity is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality during the winter months, therefore it is our understanding that this falls within the Limited exception to the Buy American provision.

If you should need further information or services, please contact our Customer Service department at 1-800-834-4926.

Sincerely,

Sunrise Produce Company



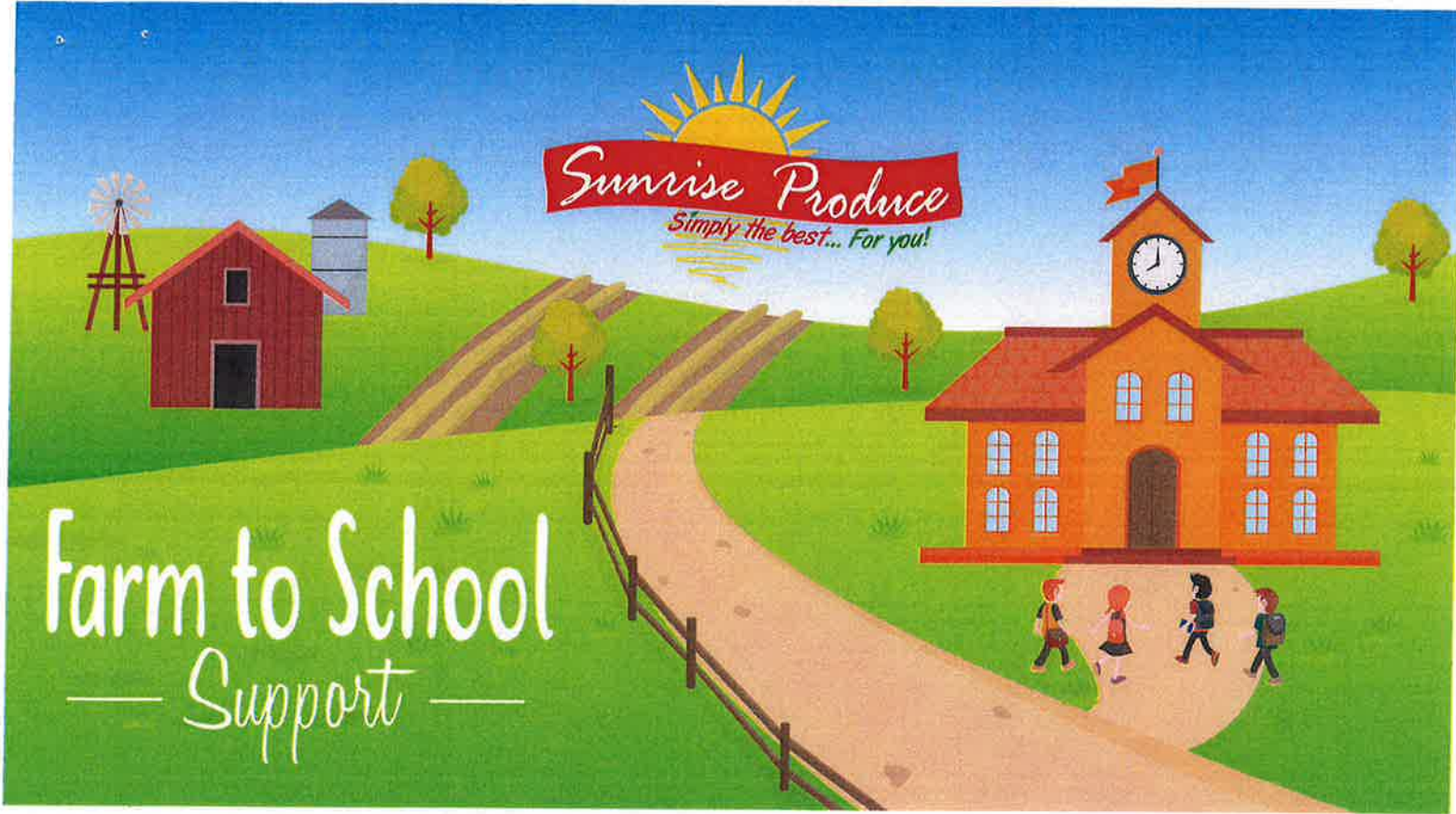




Farm to School Program







**"The term "Farm to School" represents a suite of activities centered on connecting local farmers and food producers to schools, teaching children where their food comes from, and expanding market opportunities for agricultural producers of all kinds."**

(2018, Farmtoschoolcensus.fns.usda.gov)

We have been committed to supporting Farm to School for over 16 years and continue to enhance our efforts for continued success. Our focus is to make the transition into more locally sourced foods for your meals, easier. We understand the adversities that mother nature can bring and how that reflects onto your meals, which is why we are connected with many local farms and suppliers to ensure you never skip a beat. You can be assured that our products will always meet or exceed school nutrition standards.

We strive to increase the understanding of collaboration and coordination among local, state, and national Farm to School stakeholders. Thus, improving the amount of healthful and local foods into school environments. Our efforts go beyond providing you locally sourced fruits and vegetables but into the classroom. Education about the food system and the connection between human, environment, and economic health is important for continued health and prosperity.



(2018, Farmtoschoolcensus.fns.usda.gov)





# Farm to School Support



Based on a report done by the Community Health Improvement Partners (CHIP), when you are a Task Force member like our own Sunrise employees, it results in more active Farm to School programs. Farm to School Task Force members are significantly more likely than nonmembers to participate in a greater range of Farm to School activities, conducting an average of more that twice as many different F2S activities (CHIP, 2016).



<b>Market Updates</b>	Tailored for schools to bring you all the produce updates straight to your inbox weekly. Plus, great buys!
<b>Fresh Fruit &amp; Veggie Recommendations</b>	A monthly program aimed to provide and improve students overall diet and create healthier eating habits.
<b>Local Roots</b>	Our Local Roots program provides you with a list of local and sustainable farm products to choose from.
<b>Farmers Corner</b>	The farm bio's are a great way for you to get an inside look into the farm that you're purchasing from.
<b>Tracking</b>	We offer monthly, quarterly, and annual purchasing analyses to track how many local family farm products are being implemented.







Sunrise Produce & Tamai Family Farms

Present

LOCAL FAMILY FARM

*Green Zucchini & Yellow Squash*



## About Tamai Family Farms

Tamai Family Farm is a local provider of sustainable, quality, and accessible produce. We believe that these three categories are a major concern to all of us when we purchase fresh goods. Providing the safest, healthiest fruits and vegetables has been the goal of Tamai Family Farms for over 50 years. Time tested growing practices have been passed down through four generations of growers, and are responsible for the beautiful and delicious produce we provide. Sustainability not only applies to our clients, but also to our land. Oxnard, CA has some of the richest and most fertile soil in the world. We believe that it is our environmental responsibility to cultivate and nourish this precious resource so that it will provide for future generations.



## Yellow Squash

All squashes provide vitamin A and vitamin C, some of the B vitamins, and are a good source of fiber.

Approximately 100 calories are in one cup of cooked squash. These squash are a less common variety of zucchini with a bright, flashy golden skin and a slightly firmer texture. They are a little creamier than our zucchinis and a little better for slicing and dicing than grating into breads. Gold bars are a great way to brighten up your shish kabobs. They can also be easily shaved with a peeler or sliced thinly with a paring knife.

The resulting golden curls are a lively addition to summer salads.

## Green Zucchini

Zucchini is mostly made up of water and so is very low in calories. According to the USDA National Nutrient Database, which provides a full nutrient profile, one medium raw zucchini has 33 calories, 2.37 grams of protein, 6.1 grams of carbohydrates and 2 grams of fiber. Fiber promotes good digestive health and helps to lower cholesterol. It has a tender texture with a slightly sweet flavor and it makes a welcome addition to a calorie-controlled diet. Zucchini boasts a rich nutritional profile, and it offers health benefits thanks to its phytonutrients, mineral and vitamin content.

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Sunrise Produce & Weiser Family Farms

Present

## LOCAL FAMILY FARM

*Russian Banana & French Fingerling Potatoes*



### The History of Weiser Family Farms

Weiser Family Farms began in 1977 when Sid Weiser, a chemistry teacher and counselor at Garfield High School in East Los Angeles decided to pack up the family and follow his dream of working off the land. Sidney and his wife Raquel laid down roots in Tehachapi, California. In 1982 their son Alex jumped in to assist the family in selling at local Farmers' Markets. Listening to the input of chefs, the public and specialty produce buyers, Alex began to focus on creating a bio-diverse farm dedicated to applying sustainable farming techniques. Today, Weiser Family Farms grows in the Greater Bakersfield area, Tehachapi and the Lucerne Valley, cultivating a tapestry of high quality produce year round. Older brother Dan, a graduate of USC's Marshall School of Business, joined the family business in 2001 and brought with him a real world sensibility to the farm. Right after, older sister Esther left her establishing teaching career to help keep her brothers in line. Some of the items produced at Weiser farm include a large variety of: carrots, potatoes, eggplant, melons, and peppers. Weiser Family Farm is, and has always been, a family farming entity in the true sense of the word.

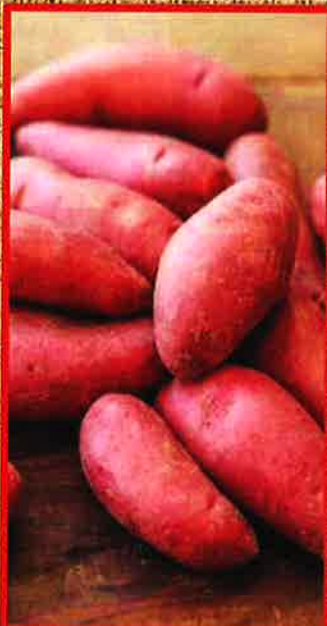


#### Russian Banana Fingerling Potato

The Russian Banana fingerling potato is small, slender and elongated tuber which typically measures about 2 to 3 inches long. It has a thin pale burlap colored skin with a creamy yellow-colored firm and waxy flesh. Its flavor is mild with nutty and earthy undertones that develop when cooked. Taking advantage of its creamy consistency, grill or roast this tasty potato in the oven; smash it; add sour cream and salt and black pepper to taste.

#### French Fingerling Potato

The French fingerling is a petit, sleek and slender heirloom potato. Its rose colored skin is thin and smooth. Its flesh, a marbling of pink and ivory, is succulent, firm and waxy. It has a robust, earthy and buttery flavor when cooked. The entire potato is edible and the average size in length is 2 to 3 inches. The French fingerling is best suited to roasting and grilling and makes a perfect soup, stew and gratin ingredient.



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## Local Family Farm & Their Featured Item Of The Week



### Suzie's Farm

Suzie's Farm is a 140-acre USDA-certified organic farm located thirteen miles south of downtown San Diego. Suzie's was established in 2004, on the property adjacent to Sun Grown Organic Distributors, a sprout and wheatgrass company operated by Robin and Lucila for twenty-five years. Their farm is named after a Norwegian Elkhound who appeared on the property in early 2004. They grow over 100 varieties of seasonal vegetables, herbs, flowers, and fruits, year-round. Suzie's Farm is a creation of Robin Taylor and Lucila De Alejandro and is first and foremost a family farm. Since 2004, they have expanded in both size and scope, and now grow a multitude of vegetables, herbs, and fruits on 140 acres of beautiful farmland south of Imperial Beach.



### Conehead Cabbage

Compared to common cabbage varieties, Conehead cabbage differentiates itself through its shape, texture and flavor. Conehead cabbage is indeed cone-shaped. Its leaves, with variations of pea green colorings, are thin, broad, deeply veined, tightly enveloped lengthwise and bluntly pointed. The flavor of Conehead cabbage is mild and remarkably sweet, void of that bold cruciferous flavor that is most reminiscent of cabbage. Conehead cabbage can reach up to a foot in length, six inches in diameter at its base and weigh up to 10 pounds. Conehead cabbage is an excellent source of antioxidants and vitamin C.







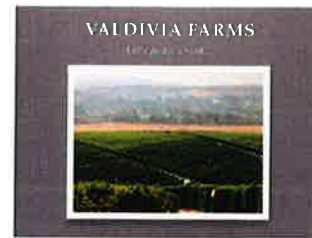


Sunrise Produce & Valdivia Farms

Present

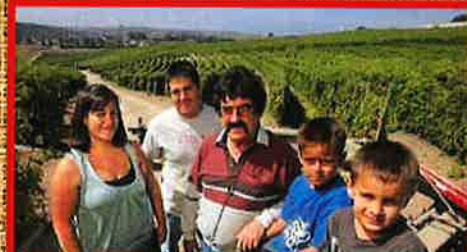
## LOCAL FAMILY FARM

### Heirloom Tomatoes



### The Story Behind Valdivia Farms

For over 30 years, Francisco Valdivia and his family have been growing tomatoes in the hills east of Carlsbad, California just east of Interstate 5. Valdivia Farms began as 5 acres on leased land and it now occupies 60 acres of beautifully manicured farmland. They are greatly known for their sun-ripened heirloom tomatoes that are not only delicious, but also produced in stunningly vibrant colors such as red, yellow, green and purple. Alongside the tomatoes, Valdivia Farms also grow carrots, cucumber, squash, strawberries, turnips and watermelon.



### Heirloom Tomatoes

The word "heirloom" means a variety that has been passed down from gardener to gardener. Unlike most modern hybrid varieties, heirloom tomatoes are bred true from seed. Since the seeds are in their original state, they are easier to share.

Heirlooms not only differ from regular tomatoes because of their physical and internal appearance, but for their taste as well. The main reason why most people choose heirlooms is because of their flavor. There is not an exact taste when it comes to this variety and in fact, they have a wide range of flavors.

These tomatoes have grown popular in the last few years and its demand is still increasing. Heirlooms can be found in many varieties and also many colors. They make a great addition to any tomato-calling dish with their color and taste.

### Product Description

Tomatoes-Baby Heirloom- 8(1#) (Item #6273)

Tomatoes-Heirloom Mix- FLT (Item #4387)



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Sunrise Produce & Rainbow Valley Orchards

Present

**LOCAL FAMILY FARM**

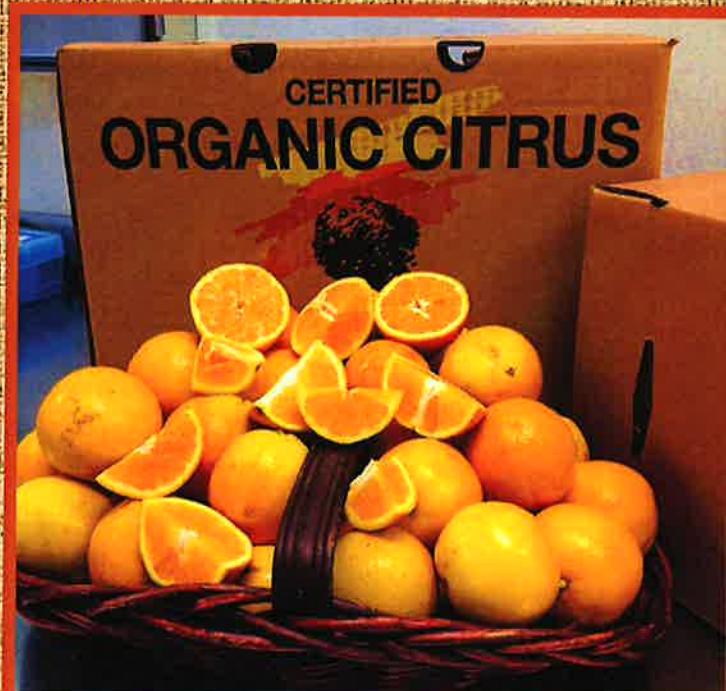
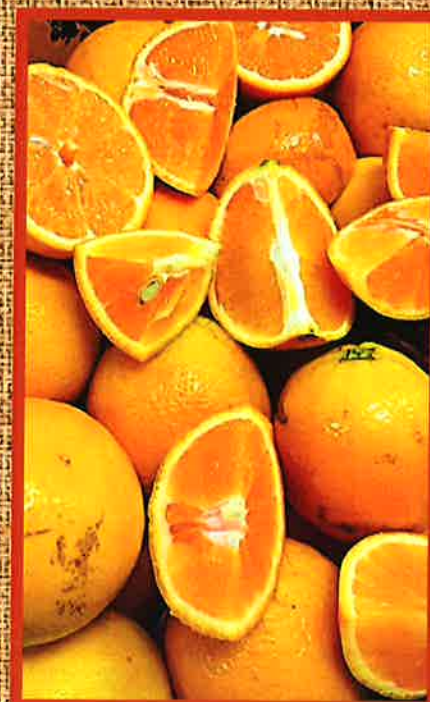
*Organic Valencia Oranges*



RAINBOW VALLEY ORCHARDS

## Rainbow Valley Orchards' Philosophy

Since 1981, we have been directly involved with the promotion and development of organically grown citrus, avocados and sub-tropical fruits grown in Southern California. It is with the belief that it is our responsibility to be respectful stewards of our created earth that we work and manage a company of dedicated people who lend support to the overall development of organic, sustainable agriculture and viable, responsible methods of recycling and usage of our cherished resources.



## Don't Judge an Orange by Its Peel

The appearance of these Organic Valencia Oranges may not be as bright as the regular Valencia's you are used to, but the taste definitely makes up for it. Rainbow Orchards' crops are grown 36 months prior to the harvest of the fruit without the use of "Synthetically Compounded or Manufactured" fertilizers, pesticides, herbicides, or growth regulators." Because of its organic "roots," the skin on these oranges are a representation of what an orange looks like without any modifications added. Once you cut into these rustic oranges, the bright flesh and juices immediately catch your attention. The flavor within these fruits are undeniably sweet and is an explosion of juiciness in every bite.

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## Local Family Farm & Their Featured Item Of The Week



Jaime Farms has been a family owned and operated business since 1997. Jose Luis Jaime was an immigrant worker who came to the United States looking for the American dream, and ready to work hard in the fields. He worked for Taguchi Farms, learned his trade well and became the right hand of Mr. Joe Taguchi. After fifteen years of loyalty and hard work, he was given the opportunity to make his dream come true and become the owner of Taguchi Farms (renaming or giving birth to Jaime Farms). Now Jaime Farms has four farms to cultivate from the City of Industry land, Chino, Yucca Valley and our newly acquired farmland in Joshua Tree. There is currently 3 generations of the "Jaime Family" working in the farms and have always maintained organic growing practices. They do not use pesticides on our fruits or vegetables and have also incorporated sustainable farming methods which allow them to keep our cost down and helps us grow better products. "Beyond Organic....100% sustainable Farming" Family owned and operated.



### Rainbow Carrots

Rainbow carrots offer an array of colorful varieties, delicious flavor, and make for an eye-catching presentation. These bunches can include deep purple, red, white, yellow, or orange varieties which vary only slightly in taste from each other, some boasting a mild earthiness ranging to a sweet and even peppery flavor. Rainbow carrots are available year round.







### *Sunrise Produce Company Local Produce Program*

Sunrise Produce Company's Local Produce Program includes a commitment to a more sustainable food system for our customers. The goals adopted in our company-wide strategic plan are to provide and encourage healthy food choices. Our customers are provided with healthy, environmentally responsible and socially responsible product choices. It is our goal to serve as an educational organization providing knowledge about good food, good nutrition, and health to our customers.

Sunrise supports these Initiatives by sourcing fresh fruits and vegetables from locally grown produce to support the local agricultural economy, and reduce the environmental impacts of long distance shipping. The purpose of our participation in Local Produce Initiatives is to increase the understanding of the food system and its connection to human, environmental, and economic health; share and develop best practices for all of our Customers; and promote collaboration and coordination among local, state, and local produce stakeholders to increase the amount of healthful and local foods in our communities.

We have been sourcing, procuring, storing and handling produce since 1991 and we consider ourselves to be one of the leading produce companies in Southern California. This has allowed us to foster and grow our relationships with many local growers and processors. We purchase large volumes from these growers while dealing fairly. These relationships allow for suppliers to deliver the quality, value, and supply we insist upon thus giving our customers fresher, higher-yielding produce that is shipped within 24 hours. Our employees live and breathe every

aspect of the wonderful world of fruits and vegetables from the farm to your kitchens. Our promise is to provide you access to the highest quality and freshest produce. Our local farmers do not pre-treat, wash or clean raw or lightly processed foods with toxic detergents or cleansing agents.

With the help of our buyers who specialize in local and organic growers, new items are added weekly for customers to choose from. Sunrise Produce Company visits certified farmers' markets throughout Southern California to seek the latest and most popular in season fruits and vegetables.





## *Sourcing Locally Fresh Fruit and Vegetables*

As one of the leading produce distributors in Southern California, Sunrise Produce Company supports local agriculture and family farmers and believes in the importance of local sourcing. The relationship built between the local family farmer and Sunrise Produce Company benefits our Customers by providing the opportunity to source the best produce available in Southern California.

Sunrise Produce Company works with and supports the efforts to source fresh local produce for your operations and follows standards and protocols that meet your needs. We will assist in encouraging the promotion of Agriculture and Nutrition Education through tastings/sampling to support the ongoing effort to endorse local produce consumption. Locally grown produce will be sourced out from qualified regional farmers based on seasonality to ensure sustainability and over-all quality.

Sunrise Produce Company has implemented significant agriculture processes that support farm and ranch initiatives. In addition we have a dedicated team along with a Sustainable Coordinator who identifies and assists in planning a farm to table program that brings local farm products into food service.

Sunrise Produce Company offers the above program that will assist in purchasing seasonal produce throughout the year in a cost-effective method when procuring fresh fruits and vegetables to meet your overall produce needs.

We understand how important it is to have a Local Produce Program in place to connect local farms to your operation. Sunrise Produce Company offers many resources for you to bridge that connection between local farmers and your team. On a weekly basis, we offer fruit and vegetable options straight from our local family farms in our 'Sustainably Sunrise'. We look for any chance to help our local farms and to ensure the success of your Local Produce Program initiatives. To supplement our Sustainably Sunrise flyer, we also provide marketing material showcasing individual family farms and the produce items they are featuring that week. This supplemental material places a face to a name by introducing your customers and staff to the actual farmers who grow and supply your produce. Our Sunrise Produce Newsletter also features items from local family farms to further educate and inform your staff and workers of what is locally available to order.

To track your efforts in implementing a Local Produce Program, we offer Monthly, Quarterly and Annual Purchasing Analyses where you can track total local family farm products purchased by your organization.





Our direct involvement with the Local Produce Program is evident in our participation in several Farm to Fork initiatives. We play active roles in Local Program Task Forces to assist our Customers in achieving their Farm to Fork goals. We have been recognized as one of the top 3 produce distributors in Southern California who has helped contribute to a 120% increase in local food purchasing within the last year.

Based on a report done by the Community Health Improvement Partners (CHIP), when you are a taskforce member like our own Sunrise employees, it results in more active Local Produce Programs. Farm Taskforce members are significantly more likely than nonmembers to participate in a greater range of Farm activities, conducting an average of more than twice as many different F2S activities (CHIP, 2016).

It is important to increase the understanding of the food system and its connection to human, environmental, and economic health which is why Sunrise Produce Company is a proud participant in this movement.

Sunrise Produce Company supports local growers! Our company is committed to supporting our local agriculture. Here are a few of our team members supporting the "Let's Go Local" Produce Showcase.







## Local & Sustainable Program

Sunrise Produce delivers sustainability produce in different ways; “locally grown,” “organic,” and “sustainably grown”. Sunrise Produce supports these on-going request to support our customer’s sustainable procurement goals in this area. Offering locally grown produce is part of our commitment. Locally grown produce not only ensures fresh, great tasting and nutritious food, it also supports our communities where we do business.

Sunrise Produce will work with and support the efforts to source fresh local produce for you and follow standards and protocol that meets your needs. We will assist in encouraging the promotion of Agriculture and Nutrition Education, Taste-Testing’s, and the ongoing effort to endorse local produce consumption. Locally grown produce will be sourced out from qualified regional farmers to every extent possible when in season.

In addition, there is a much broader array of sustainable food criteria over and above procuring locally grown products. These include organic and agricultural practices that promote sustainability. Sunrise Produce will work to source these growers/shippers, although they are not considered local family farmers; they are considered, sustainable grower/shippers. These suppliers will be identified as “Sustainable” based on the criteria as written in the Sunrise Produce “Company Sustainability Program

Sunrise Produce Company





## Added Value Programs







SUNRISE PRODUCE COMPANY

# MARKET UPDATES

May 3, 2021



*Sunrise Produce*

*Simply the best... For you!*







# FRUITS



**APPLES.** No major market shifts. Varieties out of Washington are steady with moderate supply and good quality reported.



**AVOCADOS. Escalated.** No major issues but we will see volume continue to tighten up as lighter numbers are crossing from MX due to revised volume and a high demand. Cinco De Mayo will also increase demand in the next week.



**BANANAS.** Stable market on regular sized bananas. **Petite. Extreme.** Will remain short throughout the week. Delayed shipments are pushing back available product.



**BLUE LAKE BEANS. Escalated.** Market continues to shift upwards. High demand and moderate supplies reported.



**BLACKBERRIES.** Available supplies vary between growing regions. Supplies will start to increase as we move through May as CA production starts up.



**BLUEBERRIES.** Supplies are increasing across the domestic growing regions. We have seen better availability in past weeks and expect that to continue through mid-May.



**RASPBERRIES. Escalated.** Due to cold conditions the CA regions are delayed, and we do not expect CA to be a significant contributor until late May.



**STRAWBERRIES. Extreme.** Demand exceeds supply. Recent cooler weather and rains held back expected volume increases. Mother's Day will also continue to push an extreme market. Please get any orders in ASAP.



**GRAPES. Red.** Market ticked up a little as red grape market is the only supply out there. **Green. Extreme.** Green Grape supply is non-existent. We expect this to continue until we see new crops this month.



**KIWI.** Steady market. Good supply available and great quality.



**MANGO.** Market has come off. Supplies and quality has improved.



**GRAPEFRUIT.** Steady supplies coming from CA growers. Reporting good quality and moderate demand.



**LEMONS.** The lemon market is flat this week. Demand is high but we are seeing more volume from Oxnard that is helping replenish supplies.



**LIMES. Extreme.** Market continues to come off slowly, but 150ct limes continue to struggle as we enter May. Expect to see higher prices and moderate supplies through end of the month.



**ORANGES.** Stable across all varieties. **Navels.** A couple weeks left for Navel oranges. **Blood Oranges.** Most growers have finished up. Lighter supplies.



**NECTARINES.** Good Chilean supply available and great quality on yellow nectarines.



**CANTALOUPE.** No issues to report. Plentiful supply! Great quality. CA product will have a late start this year, but we look forward to the beautiful product to come!



**HONEYDEW. Escalated.** Active market continues, but prices are coming off. Demand is still high, but supplies have picked up to cover requests.



**WATERMELON.** Market has come off significantly. Great availability and good quality. Supplies will continue to increase.



**PAPAYA.** No issues to report this week. Good supplies and quality has improved. Great color being reported.



**PEARS.** The pear market is steady out of Washington. Small pears are tight and will remain limited through August.

- CITRUS -

- MELONS -

- BERRIES -





**PEACHES.** Stable market. Good supply and quality on yellow peaches.



**PINEAPPLE.** Stable market. Excellent quality and great supplies. No issues major issues to report.



**ARTICHOKES.** No major market shifts over the week. Good volume will continue on large sizes.



**ASPARAGUS. Escalated.** All sizes took a slight jump this week. Peru and Washington have steady volume. MX product is transitioning into Central MX and will start to increase end of May/early June.



**BELL PEPPERS. Green.** Stable market. No issues to report. **Red. Escalated.** Active market. Prices continue to rise. Cinco De Mayo will also push up prices. Coachella will pick up in the next couple weeks. **Yellow/Orange.** Tighter volumes reported. Product is transitioning out of Nogales and into Coachella.



**BROCCOLI.** Stable market. No major issues to report. Good quality and good supplies.



**BRUSSEL SPROUTS.** Good supplies on sprouts and very good quality being reported.



**CABBAGE. Green.** Flat market. No issues to report. Great quality and availability. **Red.** Anticipate limited availability over the next week.



**CARROTS. Escalated.** We are still seeing limited sizing on jumbos. This is limiting supplies on carrot sticks. All other varieties are in good supply.



**CAULIFLOWER. Extreme.** Recent cold weather has significantly stunted growth, delaying harvests. Limited supplies on florets will continue until we see better weather and better quality supplies.



**CELERY.** Steady. Great supplies out of Yuma with excellent quality.



**CILANTRO.** No issues to report. Good supply and moderate demand. Good quality reported.



**CUCUMBERS. Extreme.** 36ct cucumbers continue to struggle as we enter May. Crossings out of MX are extremely light. Active market will continue over the next few weeks.



**CORN. Yellow/White.** Volume is lighter out of MX as the season winds down and transitions into Coachella. We also expect to see a more active market as prices firm up due to an increase in demand from the following holidays: Cinco De Mayo and Memorial Day.



**GARLIC. Extreme.** California garlic supply will be very short for the balance of the season until new crop gets started in late June / early July.



**ICEBERG.** Supply and quality are good. The market has been steady. Growers will be transitioning during the next few weeks.



**GREEN LEAF.** Fair supply and overall quality are consistent out of Yuma. We are expecting good quality in product out of Salinas.



**RED LEAF.** Market has t Good volume and excellent quality.



**ROMAINE.** Good quality and supplies. **ROMAINE HEARTS.** Steady market. Good supply and excellent quality.



**SPRING MIX.** No issues to report. Great quality and supplies.



**SPINACH.** Great supply and good quality. No major market change from last week.







**MUSHROOMS.** We are seeing an overall stable market. Button-sized mushrooms are seeing limited volumes as labor shortages are starting to impact the mushroom industry nationwide.



**ONIONS.** Mexican onions all but finished, we are seeing Texas onions continuing to ramp up their supply in McAllen that is replacing the lost Mexican product. In the Imperial Valley, California, is now shipping all three colors. **Green.** No issues to report. Market is steady with good quality and great availability.



**POTATOES.** Mexican onions all but finished, we are seeing Texas onions continuing to ramp up their supply in McAllen that is replacing the lost Mexican product. In the Imperial Valley, California, is now shipping all three colors



**SQUASH.** Squash and zucchini out of Baja and Nogales are reporting good supplies and great quality.



**TOMATOES.**

**Loose. Escalated.** Active market. Nogales is winding down. New crops starting up over the next week.

**Rounds.** Promotable volume crossing through McAllen and Nogales. Quality is outstanding.

**Romas.** Great quality and ample supply.

**Grape.** Good supplies and great quality.

**Cherry.** Supply have picked up. Market is stagnant and quality is great.



**CHEESE.** No market shifts from last week. Good availability on all varieties.



**EGGS.** All sizes have returned to normal. No major market shifts to report. Good supplies across all egg varieties and sizes.



**BUTTER.** No issues to report on butter or margarine.



**MILK.** Milk production is steady throughout the country.

## Questions?

Sunrise Produce Company has a mission to serve and provide our customers with the freshest products available. If you have any questions and/or concerns about the latest market updates, please contact us.



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# RECAP

Commodity	Supply	Quality
Apples	Steady	Good
Artichokes	Steady	Good
Asparagus	Escalated	Good
Avocados	Escalated	Good
Bananas, Petite	<b>Extreme</b>	Good
Bell Peppers - Green	Steady	Good
Bell Peppers - Red	Escalated	Good
Bell Peppers - Yellow	Steady	Good
Blackberries	Steady	Fair
Blue Lake Beans	Steady	Good
Blueberries	Escalated	Good
Broccoli	Steady	Good
Brussel Sprouts	Steady	Good
Cabbage	Steady	Good
Cantaloupe	Steady	Good
Carrots, Jumbo	Escalated	Good
Cauliflower Florets	<b>Extreme</b>	Good
Celery	Steady	Good
Cilantro	Watchlist	Good
Corn	Steady	Good
Cucumber	<b>Extreme</b>	Good
Garlic	<b>Extreme</b>	Good
Grapes - Green	<b>Extreme</b>	Concern
Grapes - Red	Steady	Excellent
Grapefruit	Steady	Excellent

Commodity	Supply	Quality
Honeydew	Escalated	Fair
Kiwi	Steady	Good
Lemons	Steady	Excellent
Lettuce - Green Leaf	Steady	Good
Lettuce - Iceberg	Steady	Good
Lettuce - Romaine	Steady	Good
Lettuce - Romaine Hearts	Steady	Good
Lettuce - Spring Mix	Steady	Good
Limes	<b>Extreme</b>	Good
Mango	Steady	Fair
Mushrooms	Steady	Good
Onions	Steady	Good
Onions - Green	Steady	Excellent
Oranges - Navels	Steady	Good
Papaya	Steady	Good
Pears	Steady	Good
Pineapple	Steady	Excellent
Potatoes	Steady	Good
Raspberries	Escalated	Good
Spinach	Steady	Good
Squash - Yellow	Steady	Good
Squash - Zucchini	Steady	Good
Strawberries	<b>Extreme</b>	Fair
Tomatoes	Steady	Good
Watermelon	Escalated	Excellent





# SEASONALITY GUIDE

## JANUARY

<b>Apple "Red"</b> Variety Washington	<b>Honeydew</b> Guatemala/ Off Shore
<b>Asian Pear</b> California	<b>Kiwi</b> California
<b>Banana</b> Costa Rica	<b>Lunch Bunch</b>
<b>Blood Orange</b> California	<b>Grapes</b> Chile
<b>Cantaloupe</b> Guatemala/ Off Shore	<b>Mango</b> Brazil & Ecuador
<b>Cara Cara</b> Oranges California	<b>Pineapple</b> Costa Rica
<b>Golden</b> Delicious Apple Washington	<b>Red Grapes</b> Chile
<b>Granny</b> Smith Apple Washington	<b>Strawberries</b> California
<b>Green Grapes</b> Chile	<b>Tangerine</b> California
	<b>Variety Pear</b> Washington
	<b>Watermelon</b> Mexico

## FEBRUARY

<b>Apple "Red"</b> Variety Washington	<b>Kiwi</b> California
<b>Asian Pear</b> California	<b>Lunch</b> <b>Bunch</b>
<b>Banana</b> Costa Rica	<b>Grapes</b> Chile
<b>Blood Orange</b> California	<b>Mango</b> Peru & Ecuador
<b>Cantaloupe</b> Guatemala/ Off Shore	<b>Navel</b> <b>Oranges</b> California
<b>Cara Cara</b> Oranges California	<b>Pear Variety</b> Washington
<b>Golden Delicious</b> Apple Washington	<b>Pineapple</b> Costa Rica
<b>Granny Smith</b> Apple Washington	<b>Red Grapes</b> Chile
<b>Green Grapes</b> Chile	<b>Strawberries</b> California
<b>Honeydew</b> Guatemala/ Off Shore	<b>Tangerine</b> California
	<b>Watermelon</b> Mexico

## MARCH

<b>Apple "Red"</b> Variety Washington	<b>Kiwi</b> California
<b>Asian Pear</b> California	<b>Lunch</b> <b>Bunch</b>
<b>Banana</b> Costa Rica	<b>Grapes</b> Chile
<b>Blood Orange</b> California	<b>Mango</b> Peru & Ecuador
<b>Cantaloupe</b> Guatemala/ Off Shore	<b>Navel</b> <b>Oranges</b> California
<b>Cara Cara</b> Oranges California	<b>Pear Variety</b> Washington
<b>Golden</b> Delicious Apple Washington	<b>Pineapple</b> Costa Rica
<b>Granny Smith</b> Apple Washington	<b>Red Grapes</b> Chile
<b>Green Grapes</b> Chile	<b>Strawberries</b> California
<b>Honeydew</b> Guatemala/ Off Shore	<b>Tangerine</b> California
	<b>Watermelon</b> Mexico

## APRIL

<b>Apple "Red"</b> Variety Washington	<b>Kiwi</b> California
<b>Asian Pear</b> California	<b>Lunch</b> <b>Bunch</b>
<b>Banana</b> Costa Rica	<b>Grapes</b> Chile
<b>Cantaloupe</b> Guatemala/ Off Shore	<b>Mango</b> Peru & Ecuador
<b>Golden</b> Delicious Apple Washington	<b>Pear Variety</b> Washington
<b>Granny</b> Smith Apple Washington	<b>Pineapple</b> Costa Rica
<b>Green Grapes</b> Chile	<b>Red Grapes</b> Chile
	<b>Strawberries</b> California
	<b>Watermelon</b> Mexico

## MAY

<b>Apple "Red"</b> Variety Washington & Canada	<b>Mango</b> Mexico
<b>Apricot</b> California	<b>Nectarine</b> California
<b>Banana</b> Costa Rica	<b>Peaches</b> California
<b>Cantaloupe</b> California	<b>Pear Variety</b> Washington
<b>Golden</b> Delicious Apple Washington & Canada	<b>Pineapple</b> Costa Rica
<b>Granny Smith</b> Apple Washington & Canada	<b>Plum</b> California
<b>Green Grapes</b> Mexico	<b>Pluot</b> California
<b>Honeydew</b> Guatemala/ Off Shore	<b>Red Grapes</b> Mexico
<b>Kiwi</b> California	<b>Strawberries</b> California
<b>Lunch Bunch</b> Grapes Chile	<b>Watermelon</b> Mexico

## JUNE

<b>Apple "Red"</b> Variety Washington	<b>Mango</b> Mexico
<b>Apricot</b> California	<b>Nectarine</b> California
<b>Banana</b> Costa Rica	<b>Peaches</b> California
<b>Cantaloupe</b> California	<b>Pear Variety</b> Washington & Chile
<b>Cherries</b> California	<b>Pineapple</b> Costa Rica
<b>Golden</b> Delicious Apple Washington & Canada	<b>Plum</b> California
<b>Granny Smith</b> Apple Washington	<b>Pluot</b> California
<b>Green Grapes</b> Mexico	<b>Red Grapes</b> Mexico
<b>Honeydew</b> California	<b>Strawberries</b> California
<b>Kiwi</b> Chile	<b>Watermelon</b> California
<b>Lunch Bunch</b> Grapes Chile	



# May Recommendations

All items except for Sliced Apples have a 3-5 day shelf life. \*\*Sliced Apples carry a 8-10 day shelf life.  
Please note: All shelf life approximations are based off the correct handling, storage and storage temperature. Please contact Sunrise Customer Service for any additional information on these items.

## In Season Fruit

In season fruit is available for next day order.



9203  
**Apples - Red  
Variety**  
138 CT



2672  
**Apples - Red  
Variety**  
163 CT



2712  
**Bananas  
Green Tip**  
40 LB



2718  
**Bananas Petite  
Green Tip**  
40 LB



2727  
**Blueberries**  
12/6 OZ



2765  
**Cantaloupe**  
6-15 CT



2746  
**Grapes  
Red Seedless**  
18 LB



2779  
**Honeydew**  
4-8 CT



2756  
**Kiwi**  
108 CT



2758  
**Mango**  
6-12 CT



2129  
**Oranges**  
113 CT



2131  
**Oranges**  
138 CT



10279  
**Oranges  
Blood**  
20 LB



2851  
**Pineapples  
"Offshore"**  
5-8 CT



2150  
**Tangerines  
Variety - Bald**  
98-100 CT



5385  
**Watermelon  
Seedless**  
3 CT



# Individually Wrapped Recommendations



● 6291  
**\*\*Apples Red  
Delicious Sliced**  
200 ct 2 oz



● 7281  
**Broccoli & Cauliflower  
Florets**  
50 ct 1.45 oz



● 9313  
**Broccoli Buds**  
50 ct 1.11 oz



● 9062  
**Cantaloupe Pieces**  
50 ct



● 9075  
**Carrot & Celery Sticks**  
50 ct 2.18 oz



● 8079  
**Carrots  
Baby Peeled**  
100 ct 3 oz



● 10572  
**Carrot Snackers  
Chill Lime**  
75 ct 2.5 oz



● 10573  
**Carrot Snackers  
Ranch**  
75 ct 2.5 oz



● 9079  
**Cuc-Cel-Grape  
Tomato**  
50 ct 2.5 oz



● 9078  
**Celery Sticks**  
96 ct 3 oz



● 9132  
**Cucumber Coins**  
50 ct 2 oz



● 9404  
**Edamame**  
50 ct 2 oz



● 10522  
**Grapes Red  
Cello Wrap**  
100 ct 3/4 cup



● 6164  
**Grapes Red  
Cello Wrap**  
150 ct 1/2 cup



● 9064  
**Honeydew Bites**  
50 ct 2 oz



● 9080  
**Jicama Sticks**  
50 ct 2.69 oz



● 9560  
**Orange Wedges**  
50 ct 3 oz



● 9068  
**Pineapple Bites**  
50 ct 2 oz



● 10558  
**FRZ Pineapple  
Sticks**  
100 ct 2.7 oz



● 9296  
**Pineapple  
Wedges**  
50 ct 2.7 oz



● 9088  
**Squash Yellow  
Half Moon**  
50 ct 2 oz



● 9084  
**Tomatoes  
Grape**  
50 ct 2.64 oz



● 12392  
**Watermelon  
Spears**  
50 ct 3.5 oz



● 9086  
**Yam Sticks**  
50 ct 2 oz



● 9085  
**Zucchini  
Half Moon**  
50 ct 2 oz

● 8-day lead time

● 5-day lead time

# Easy Grab -n- Go's

## Fruit Cups



15677 ● <b>Apple, Blueberry &amp; Grape Cup</b> 30 ct 5 oz	15684 ● <b>Grape Cup</b> 12 ct 6 oz	15678 ● <b>Strawberry Cup</b> 30 ct 5 oz	15676 ● <b>Strawberry &amp; Blueberry Cup</b> 30 ct 5 oz
--	---	--	--

## Boost & Bliss Bento Boxes



15679 ● <b>Classic &amp; Sharp</b> 6 ct 5.5 oz	15680 ● <b>Sweet &amp; Zesty</b> 6 ct 5.5 oz	15681 ● <b>Vanilla Crunch</b> 6 ct 3.2 oz	15682 ● <b>Salty &amp; Caramel</b> 6 ct 3.2 oz
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- 8-day lead time
- 5-day lead time

**Reminder, all items are subject to availability.** All orders are processed to order and cancellations MUST be made seven days in advance of your delivery date. We truly appreciated your understanding with the temporary accommodations we've made through CoVid-19. We look forward to continuing our relationship and providing you with the produce you rely on us for.

800.834.4926 | [CustomerService@SunriseProduce.com](mailto:CustomerService@SunriseProduce.com)  
500 Burning Tree Road, Fullerton, CA 92833









# Sunrise Produce

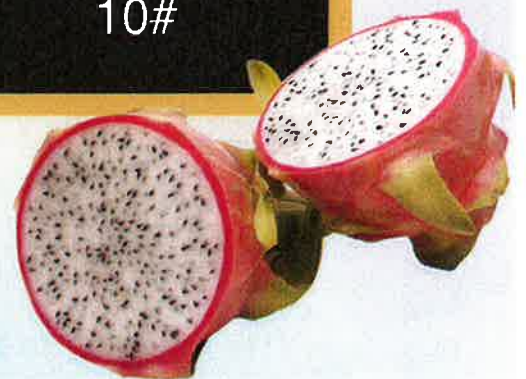
*Simply the best... For you!*



## MAY FFVP



9331	Asian Pears	Flat
8837	Cape Gooseberries	12/1/2
5464	Dragon fruit	10#
2856	Starfruit	19-22CT
2107	Meyer Sweet Lemon	10#
2084	Guava	10#
4958	Pepino Melon	8#
4533	Asparagus White	11#
4524	Asparagus Purple	11#
10279	Blood Orange	20#
12710	Cara Cara Citrus	113CT
2099	Kumquats	10#
6273	Baby Heirloom Tomatoes	12/1#
11094	Rainbow Peeled Carrot	12/12oz
3388	Snap Peas	10#
5758	Veggie Sweets	12/1#
1946	Jicama whole	10#







# Local Roots

Local Family Farm Sustainable

Our Local Roots program is designed to offer you the best and most current commodities available from sustainable to local family farms (LFF.) The following items are carefully selected to ensure their availability and for your kitchen operations. And in case you don't see an item you're looking for, simply let us know and we'll include it in the next round.

Includes a Farm Bio  
& a list of their  
procurement

A Weekly Publication!

**Local Roots**  
Local Family Farm Sustainable

The following items have been carefully selected to ensure their availability and vibrance for your kitchen operations. If you don't see an item you're looking for, simply let us know and we'll include it in the next round.

Farm	Pack	Item#
<b>Baba Farms</b>		
Arcadian Harvest	4/3#	8779
Artichoke	18 ct	4515
Artichokes, Baba Red	10 lb	4515
Asian Salad	3 lb	4269
Beets Baby Gold	2 dz	4286
Beets Baby Candy Stripes	2 dz	4285
Beet Baby Red	2 dz	4288
Carrots, Baby Round	2 dz	4543
Carrots, Baby Mixed (w/ tops)	2 dz	5154
Tai Sol Salad Green	3 lb	4398
Radiish, Easter Egg (w/ tops)	2 dz	4358
Radiish, Watermelon (MX)	10 lb	4892
Frisee, Blonde	1 dz	7641
Fennel, Baby	2 dz	4321

Farm	Pack	Item#
<b>D'Arrigo</b>		
Broccoli Rabe	20#	3187
<b>Valdivia Farms</b>		
Baby Halibut	8/1#	6273
<b>Weiser Farms</b>		
Potato Marble Mix	10#	5199
Fingerling Potato Marble Mix	50#	7518
<b>Tanimura &amp; Antle</b>		
Baby Sweet Gem Lettuce "Green"	24 ct	7342
Baby Sweet Gem Lettuce "Red"	24 ct	10357

**Tanimura & Antle** an employee owned family farm since 1982, has been committed to the growth of premium products, innovation, and dedication. They cover over 30,000 acres of rich, fertile farmland that produces fresh products throughout North America, Europe, and Asia. They pride themselves in cultivating strong soil practices. Each of their ranches are carefully selected for soil, climate, and environmental factors which allow for consistent year-round supply for customers. Over 14% of their family employees have been at T & A farms for over 20 years! It's no wonder their commitment to quality food stewardship has led them to remarkable innovations.

"Like a house, a strong crop starts with a strong, well planned foundation."

Their growing process includes a long-standing internship program that ensures knowledge is passed down to continue the success of their farm and agricultural. From Salinas, CA to Arizona and everything in between T & A farms operates at the highest standard to provide the freshest produce.

500 Burning Tree Rd, Fullerton, CA 92833 Tel: 1.800.VEGGY.CO Fax: 323.582.5222 www.SunriseProduce.com

**ORG Cauliflower**  
# 6634  
12-16 CT

**Fresh Fennel**  
#4320  
18-24 CT

Unique items to  
make your kitchen  
stand out!

Contact [Marketing@SunriseProduce.com](mailto:Marketing@SunriseProduce.com) to start receiving unique and fresh commodities from our Local Roots program!







## Harvest of the Month

Harvest of the Month is a great opportunity to celebrate local abundance, experiment with new foods and learn new recipes. While receiving some positive recognition for your school. Sunrise Produce Co. will assist you in leading the way of making these fruits and vegetables available to students and staff through your HOTM program.

We collaborate with the Director of Child Nutrition to ensure we meet the Seasonal Fruit/Vegetable of the month. By providing a monthly feature "in season" produce commodity that meets the Harvest of the Month calendar. In hopes, to extend the program beyond the classroom into the home and community.

### Fall

Apples  
Cooked Greens  
Kiwifruit  
Pears  
Persimmons  
Pumpkins  
Roots Vegetables  
Tomatoes  
Winter Squash

### Winter

Beets  
Broccoli  
Cabbages  
Dry Beans  
Grapefruit  
Mandarins  
Oranges  
Sweet Potatoes

### Spring

Asparagus  
Avocados  
Berries  
Cucumber  
Carrots  
Dried Fruit  
Peas  
Spinach  
Strawberries

### Summer

Corn  
Grapes  
Green Beans  
Melons  
Peaches  
Peppers  
Plum  
Potatoes  
Salad Greens  
Zucchini









## OUR PROCUREMENT PROMISE TO YOU

We welcome the opportunity to serve you...

*PRODUCE* is our *CORE* business and we have been sourcing, procuring, storing and handling produce since 1991 and we consider ourselves to be one of the leading produce companies in Southern California. Our Employees live and breathe every aspect of the wonderful world of fruits and vegetables from farm to class room.

Our promise is to provide your students access to the highest quality fresh produce under our contracts which will assure supply while managing cost and risk.

### **Grower Direct Procurement:**

Sunrise Produce purchases directly from the fields of the most reputable growers and shippers in the industry. Our direct purchasing and high quality standards enable us to continually pass on value to your operation; providing you a fresher, higher yielding product shipped directly to your Central Kitchens, District Warehouse and/or School Sites.

**Local Family Farmers:** In addition Sunrise Produce qualifies and partners with Local Family Farmers ranging from the Santa Barbara area into San Diego. We offer a broad variety of fresh seasonal fruit and vegetable lines including but not limited to the following:

- Seasonal Fruits > Apples, oranges, berries, pears, stone fruit, kiwi, tomatoes, and more
- Seasonal Vegetables > Baby lettuce, squashes, broccoli, cauliflower, carrots and more

**Grower of the Month Program:** Sunrise Produce promotes a "Grower of the Month" featuring a Local Family

Farmer and their products. More details are outlined in our Local Sustainable Program.

## **Products, Services and Education:**

Product selection and seasonal choices are key components to a successful program for your students. Sunrise Produce is committed to providing cost saving solutions based on seasonal availability. Streamlining product specification system wide to coincide with menu planning will add value and savings. Local Sustainable Product can be utilized when markets are strong and supplies are abundant to reduce additional cost associated with organics and local farmers. This should result to consistent quality, lower costs and improved offerings.

### **Action Plan:**

1. Provide monthly and weekly seasonal options to optimize value
2. Streamline specifications for consolidated purchasing
3. Leverage consolidated procurement for better value and added cost savings
4. Provide Monthly Seasonal Specials for menu development
5. Market Product Specific Specifications whole case products and Fresh Cut Products
6. Provide long term for high volume commodities and fresh cut pricing to help stabilize cost
7. Quarterly Purchasing Analysis to evaluate opportunities and school site participation
8. Field and Market Tours to help better understand markets and availability
9. Handling and Receiving seminars for better QC controls

We will provide detailed information to help you make better purchasing decisions. We will keep you up-to-date on volatile, changing market conditions by providing weekly market reports and as needed produce alerts. Our Core business is produce and we have our pulse on every aspect that affect produce supply, quality and pricing so that you can stay on top of the markets, helping you understand the changes in supply, price and quality of the produce you purchase, and help you understand the trends within the produce, foodservice and retail industries.

This valuable information will help you stay profitable and competitive in today's business environment. Knowledge is power, and we will empower you so you stay profitable for the long term.

Our outstanding financial stability and long-term contracting relationships with over 400 grower/shippers, enables us to provide you with superior access to fresh produce supply, commodity expertise, and new product innovations.

**We are 100% committed to supporting you!**

**Thank you,**

**Sunrise Produce Company**





## **Sunrise Produce Training Outline**

### **Produce Safety**

Sunrise Produce will provide on-going training that will help your entire foodservice staff (warehouse, food service, supervisors and food service managers) identify and manage food safety risks associated with fresh produce. We will educate your team on purchases that are purchased from growers, suppliers, direct from local farmers, and through any USDA programs we have implemented.

### **Our curriculum outline will include but will not be limited to:**

- Understanding Good Agricultural Practices (GAPs) and Good Handling Practices (GHPs).
- Writing specifications for fresh and fresh-cut produce.
- Assessing produce upon receiving to ensure that it meets your bid specifications.
- Storing fresh produce properly.
- Handling fresh produce during food preparation and service.
- Handling, Receiving and Storing Produce
  - Importance of Properly Handling Produce
  - Procurement
  - Sanitation
  - General Food Safety Practices
  - Hand Hygiene
  - Serving
  - Storing
- Environmental Commitment
  - Sustainable Commitment
  - Social & Environmental Effort
  - Fuel Conservation
- Seasonality purchases
  - California Procurement
  - Seasonal Procurement
  - Local Procurement
- First In First Out



On-going training will be set up with each department as well as during a district wide "food service" personnel meeting.

An annual training workshop will be offered to the entire food service personnel to be held here at our Sunrise Produce Company warehouse and will include a morning field trip to the LA Market Terminal or the Santa Monica Farmers Market.

**Sunrise Produce supports Farm to School**


Our Farm to School training addresses fresh produce from all sources, including farms. Sunrise Produce will show you how Farm to School can be integrated into classroom lectures and discussions. You will have an increased knowledge of farming operations and business practices,

**Training materials will be provided**


Training materials and resources have been developed by the following federal agencies and partners and will be combined along with Sunrise training materials.

- USDA Agricultural Marketing Service (AMS)
- Food and Drug Administration (FDA)
- National Food Service Management Institute (NFSMI)
- School Nutrition Foundation (SNF)



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until the problem is resolved. Production management is notified in order to facilitate tasking man power and preventing further discrepancies.

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	<b>Attachments</b>	<b>1</b>

## **OBJECTIVE**

The main objective of this procedure is to have in house control of the rotation and provide recall tracking of products from Sunrise Fresh Cuts. This program also help to ensure that our customer receive the freshness and the highest quality produce.

## **ACTIVITIES**

All our processed products are designed to be traced for quality and recall reasons. Each bag has a "Best By" date which provides an expiration date and also the production date. Also, the outside of each box has a picking label that lists, customers name, item description, order number and date of delivery. Each order is tracked and routed by the individual truck to provide product security.

We use a computer database system to track each of our orders from customer service, through production and to the customer's doorstep. We are also, able to track backwards from the customer all the way back to the farm and to the row the produce was harvested from. We have a complete traceability program and we practice a mock recall on a yearly basis.

### **Receiving Labels**

After a product has been received and pass all the quality and safety checks a label placed on each incoming box. The label has the PO# of the order and Julian date of receiving. The Julian date is the continuous count of the days of the year starting on January 1. For instance January 1 is 1, January 2, is 2 and so on. Each box on a pallet is labeled and repacked to make sure the inside box receives a label.

### **Repack Code Date**


Products that are repacked into small size containers need to have tracking of PO# and receiving dates (Julian date). All repacking from case weights to smaller bags is conducted by receiving personnel at the large stainless steel table located in the distribution cooler. Each product repacked is logged on to the repack log by type and PO# and date received. Bags are then tagged with the Julian date and are traceable to the repack log.

### **Picking Label**

Picking labels are printed for each box when the order is printed. One picking label is placed on its corresponding box. Each label has the customers name and location, Date of pick, order #, item# and description.

### **Corrective Action**

Corrective action is needed when Best by dates or box labels are found to be incorrect or missing. Receiving supervisors are notified of the error and the product is placed on hold

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and possibly microbial contamination which also contains smaller amounts of ATP. After cleaning, all sources of ATP should be significantly reduced.

The detection of ATP therefore provides a direct, relevant and reliable indicator of cleaning efficiency and hygienic status, ensuring food safety, improving product quality and reducing costs


#### Testing Levels

0-10 light units, PASS

10-30 light units, CAUTION, re sanitize, and re-test

30+ light units, FAIL, re-wash, re-sanitize and then re-test



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## Cleaning and Sanitizing Food Contact Surfaces

**PURPOSE:** To prevent foodborne illness by ensuring that all food contact surfaces are properly cleaned and sanitized.

**SCOPE:** This procedure applies to foodservice employees involved in cleaning and sanitizing food contact surfaces.

### INSTRUCTIONS:

1. Train sanitation employees on using each SSOP .
2. Follow State and local health department requirements.
3. Follow manufacturer's instructions regarding the use and maintenance of equipment and use of chemicals for cleaning and sanitizing food contact surfaces. Refer to Storing and Using Poisonous or Toxic Chemicals SOP.
4. Based on the *2001 FDA Food Code*, wash, rinse, and sanitize food contact surfaces of sinks, tables, equipment, utensils, thermometers, carts, and equipment:
  - Before each use
  - Any time contamination occurs or is suspected
5. Wash, rinse, and sanitize food contact surfaces of sinks, tables, equipment, utensils, thermometers, carts, and equipment using the following procedure:
  - Wash surface with detergent solution.
  - Rinse surface with clean water.
  - Sanitize surface using a sanitizing solution mixed at a concentration specified on the Chemical .
  - Place wet items in a manner to allow air drying.

### Record Keeping


Sanitation crew members document the cleaning of each piece of equipment by initialing on the daily sanitation log. After initialing the cleanliness of the contact point or equipment a qc staff member verifies by testing with a bio-luminescent swab test. Every direct contact point and equipment is listed on the daily sanitation log, and a weekly form is used to verify that each point or equipment has been detailed at least once a week.

Swab testing logs are filled out daily using the testing results from the sanitation verification process.


### Swab Testing

ATP bioluminescence provides an instant indication of the hygiene status of product contact surfaces. Product residues particularly foodstuffs contain huge amounts of ATP



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- 4.12.3 Supervisor must take the corrective action become bound to this program and return the CAR filled within 3 working days
- 4.12.4 issuer must record the CAR in the CAR log book Supervisor's Manager are responsible to take the corrective action become bound to this program and return the CAR filled within 3 working days, if the Supervisor fails to return the CAR within 3 working days.
- 4.12.5 Superintendent and/or Plant Manager are responsible to take the corrective action become bound to this program and return the CAR filled within 3 working days, if the Manager fails to return the CAR within 3 working days.
- 4.12.6 Quality Assurance Supervisor is responsible to keep and track CAR for GMP's

#### **4.13 Corrective Actions.**

##### **4.13.1 First Deviation**

Written warning must be issued to the employee, and a GMP's training must be conducted within 3 working days after warning issue day.

##### **4.13.2 Second Deviation**

If a second deviation occurs in different deviation group, or if more than 6 months has being passed after the first deviation, then this new deviation must be considered as First Deviation.

If not Written warning must be issued to the employee, and a GMP's training must be conducted within 3 working days after warning issue day.

##### **4.13.3 Third Deviation**

If a third deviation occurs in different deviation group, or if more than 6 months has being passed after the first deviation, then this new deviation must be considered as First Deviation If not written warning must be issued to the employee, and one day of suspension must be enforced, a GMP's training must be conducted before return to work.

##### **4.13.4 Fourth Deviation**

If a Fourth deviation occurs in different deviation group, or if more than 6 months has being passed after the first deviation, then this new deviation must be considered as First Deviation. If not written warning must be issued to the employee, and three days of suspension must be enforced, a GMP's training must be conducted before return to work


##### **4.13.5 Fifth Deviation**

If a Fifth deviation occurs in different deviation group, or if more than 6 months has being passed after the first deviation, then this new deviation must be considered as First Deviation. If not employee must be terminated.

## **5 RECORDS**

**5.1** [Corrective Action Request QAF-1.03.1](#)

**5.2** [Monthly Facilities and Equipment GMP's Check List QAF-2.16.1](#)

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4.10.1.5 No hand written correction, conversion or additions are allowed for finished product labels or quality records (i.e. a “3” cannot be changed to a “8”). Corrections to quality records must be single line crossed out and initialed. All quality records are to be completed in ink. White out or equivalents are not allowed on quality records.

4.10.1.6 Unprotected glass is not allowed in the plant areas. A “glass breakage” policy/procedure must be in effect.

4.10.1.7 An “allergen prevention / control” procedure must be implemented detailing production scheduling around allergen containing products and the storage of allergen containing ingredients to prevent contamination of non-allergen containing ingredients.

4.10.1.8 Corrective actions to be taken when glass is broken in a processing room when product is exposed.

4.10.1.9 All of the product in question should be placed on q/a hold for further evaluation.

4.10.1.10 All products suspected to be contaminated with glass must be discarded at once.

4.10.1.11 All pallets brought into the facility will be inspected for rodent or foreign material contamination.

#### **4.10.2 Corrective actions to be taken when glass is broken in a processing room when product is not exposed**

4.10.2.1 Affected area should be immediately segregated and surrounding products/ingredients should be removed away from the area.

4.10.2.2 Sanitation employee should sweep up the floor and clean any surface that might have been exposed to the broken pieces of glass.

4.10.2.3 Q/A technician should be monitoring and recording all corrective actions at all times

#### **4.11 Food products storage**

4.11.1 Products are stored at temperatures that maintain proper product condition.

4.11.2 Frozen materials are kept frozen unless tempering or thawing is required prior to use.

4.11.3 The package/pallet integrity is maintained throughout the storage period to maintain the condition of the product.

4.11.4 Products are identified for traceability.

4.11.5 Coolers are maintained at less than or equal to 40 + 2°F. Except during defrost cycles

4.11.6 Freezer is not to exceed +0°F except during defrost cycles.


4.11.7 Temperature checks are continuously monitored.

4.11.8 Freezer and coolers are fitted with an indicating thermometer and with an automatic alarm system to indicate a significant temperature change.

#### **4.12 Corrective Actions Procedures**

4.12.1 Supervisors and Managers from all departments and Quality Assurance are responsible for monitoring that employees follow GMP’s guidelines, and request corrective actions when appropriate.

4.12.2 Supervisors and Managers from all departments are responsible for issuing a Corrective Action Request (CAR) when a GMP’s deviation occurs; this corrective action request must be submitted to the supervisor of the employee committing the deviation

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- 4.8.1 Employees are to be responsible to their individual work areas and to ensure that it is free from debris, odors, cardboard, etc. By doing this we will control the level of bacteria and contamination that can affect the quality of products.
- 4.8.2 Boxes of product and tables, etc. Cannot be used as chairs or food rests. This allows for contamination and may cause breakage of equipment etc.
- 4.8.3 All waste is to be disposed of in the appropriate receptacles. A program must be in place with color coordination (or equivalent) to identify types of wastes.
- 4.8.4 Utensils, etc. Must be maintained in a sanitary manner. Utensils coming into contact with dirty surfaces must be sanitized prior to reuse. Knives must also be stored in the appropriate holders when not in use to prevent damage to the knife blade and for personal safety. All doors and windows must remain closed unless appropriate screens have been provided and must be approved by quality assurance.
- 4.8.5 All ingredients and packaging materials are to be stored a minimum 6 inches (15 cm) from the floor and 18 inches (45 cm) from the walls in the warehouse, coolers and freezers. This practice allows for adequate maintenance of the pest and rodent control programs and allows for adequate sanitation practices.
- 4.8.6 Packaging materials, liquids and sanitation chemicals must be stored and handled in such a manner as to prevent contamination of products.
- 4.8.7 Employees make sure that all plant code date printing on package product and shipper containers are legible and easily visible.


#### **4.9 Facilities**

- 4.9.1 Facility is kept free from unsightly accumulations, rust, condensation, cracks, and holes.
- 4.9.2 Freezers, coolers, and dry storage areas are provided with racks that are cleaned periodically.
- 4.9.3 All areas are free from trash, pests, and rodents.
- 4.9.4 The men and women's lockers are clean and orderly.
- 4.9.5 Open locker inspections are conducted monthly.
- 4.9.6 Bathrooms are clean, orderly, and maintained with ample supplies of approved soaps, towels, and toilet papers. Toilets are clean and functional, and trash receptacles are not overflowing.
- 4.9.7 Outside premises are kept clean, orderly, free from clutter, and provided with ample trash receptacles.

#### **4.10 Product and processing controls**

##### **4.10.1 Operations**

- 4.10.1.1 Use of glass in the storage areas is prohibited (sampling devices, lab apparatus and equipment, etc.).
- 4.10.1.2 Light bulbs in all rooms in the operational area must be shatterproof or they must have a protective covering at all times.
- 4.10.1.3 Do not use excessive lubricants on equipment to prevent product from picking up the excess.
- 4.10.1.4 A "first in first out" (FIFO) systems must be followed when retrieving ingredients or sending out finished product, unless otherwise approved by quality assurance.

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band. Although permitted, it is not recommended as jewelry harbors bacteria. The wearing of a plain wedding band would require the use of a glove at all times.

- 4.4.6 Uniforms must cover all street clothing above the knee level. Sweaters, woolly clothing and jacket hoods cannot be exposed. Uniform hoods must be provided to cover jacket hoods, etc. Shorts, skirts, dresses are allowed if considered safe, but must be worn with nylons. Open toed shoes and sandals are not allowed in the plant areas.
- 4.4.7 Uniforms must be changed every day, and also when uniforms are in a condition that would be considered a source of microbial contamination. Appropriate receptacles must be provided for dirty uniforms. Uniforms cannot be worn outside. Uniforms cannot be taken home for any reason. Uniforms cannot be worn while outside on breaks, in lunchroom, washrooms, or general office areas, etc.
- 4.4.8 Vinyl white gloves are to be used ONLY by production employees handling food products and/of direct food contact surfaces.
- 4.4.9 Vinyl Blue gloves are to be used ONLY by employees handling non food products. No latex gloves allowed
- 4.4.10 Disposal plastic uniform sleeves are required in operations that are deemed necessary or where contamination could occur from not wearing such apparel.
- 4.4.11 Employee lockers must be maintained in a sanitary manner and must be free from food and dirty clothing. Uniforms cannot be stored in employee personal lockers. Visitors with dirty footwear, high heels or open toed footwear are not being to given access to the plant.
- 4.4.12 Aprons used in the plant areas must be disposable or be included into a cleaning program such as uniforms. The same applies to protective gear such as safety glasses, helmets, steel mesh gloves, etc. Aprons must be an appropriate length as not to pose a possible contamination risk.

#### **4.5 Blood and other bodily fluids policy**

- 4.5.1 Where blood or any bodily fluids become in contact with raw materials, packaging materials, finished product, product contact zone or product areas, the affected area should be isolated and a supervisor contacted. The affected areas shall be thoroughly cleaned and sanitized and the involved product evaluated for disposition.

#### **4.6 Visitors, vendors and contractors**


- 4.6.1 All visitors, vendors and contractors must obey all GMP's rules when entering plant production area.

#### **4.7 Building and facilities**

- 4.7.1 Grounds
  - 4.7.1.1 The operational area is the critical area of food storage, and extra precautions are taken to keep this area in a condition that will not cause food to become contaminated.
- 4.7.2 Sanitary operations (general maintenance)
- 4.7.3 Cleaning and sanitizing of utensils, equipment, and facilities is carried out in a manner that prevents contamination of raw materials, food packaging supplies and finished products.

#### **4.8 Workplace**



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- When returning to the plant from lockers, restrooms, or breaks, follow the same rules mentioned above.


- 4.2.3 Fingernail polish and false fingernails are not allowed in the operational area.
- 4.2.4 Fingernails must be no longer than fingertip length. Fingernails must be kept clean as they harbor high levels of bacteria.
- 4.2.5 All food handlers must keep hands and fingers away from nose, mouth, pimples, hair, etc. If contact is made, hands will have to be washed and sanitized before resuming contact with food. If gloves are worn they need to be washed and sanitized or changed.
- 4.2.6 When communicating with others, care must be taken to avoid contamination such as talking directly over food products or equipment, reaching over food or passing articles over food or direct food surfaces

#### **4.3 Health status of employees**

- 4.3.1 No person while known to be suffering from or known to be a carrier of any communicable diseases likely to be transmitted through food or while afflicted with an infected wound, skin infections, sores or with diarrhea, is permitted to work in any food handling area in any capacity in which there is any likelihood of such person contaminating food with pathogenic micro-organisms.
- 4.3.2 Open sores and bandages must be covered with gloves. Employees must show all bandages and open sores to their immediate report or to quality assurance. Any person who, by medical examination or observation, is shown to appear to have; an illness, open lesion (including boils, sores or infected wounds) or any other abnormal source of microbial contamination by which there is reasonable possibility of food, food-contact surfaces, or food packaging materials being contaminated must be excluded from any operation until the condition is corrected. Personnel must report health conditions to their direct report.
- 4.3.3 Any employee who has been on an extended absence due to illness (in excess of 3 days) or returning from stays outside of north America require a doctor's certificate/note, identifying fitness for working in a food facility.
- 4.3.4 If you have, or have come in contact with a communicable disease such as hepatitis, you must report this to your direct report or to quality assurance immediately.

#### **4.4 Cross contamination control**

- 4.4.1 Tissue paper such as, Kleenex is not allowed while on the storage areas. Should an employee's health condition require the use of a tissue paper, please consult with quality assurance department for direction to avoid food contamination.
- 4.4.2 Personal hygiene practices must also be followed, such as bathing, hair washing, clean underclothing, etc.
- 4.4.3 Horseplay is not allowed anywhere in the facility.
- 4.4.4 Any product dropped onto the floor, including food contact packaging material must be discarded. Packaged product dropped onto the floor must also be discarded.
- 4.4.5 Jewelry is not allowed in the plant areas. This includes but is not limited to; bracelets, necklaces, nose rings, earrings, hair ornaments, watches, ankle bracelets, and/or rings, etc. Management, office staff and visitors must also observe this GMP's as well when in the plant areas. The only exception to this requirement is a plain (no stones, no carvings) wedding

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## **1. OBJECTIVE**

The objective of this good Manufacturing Practices program is to establish written guidelines that are to be followed to avoid the contamination of food products during all the stages of their distribution.

## **2. SCOPE**

These GMP's guidelines apply to all operations that occur within Sunrise Produce Company's Premises (including but not limited to equipment, employees, facilities, storage, etc).

## **3. RESPONSIBILITIES**

- 3.1 Quality Assurance personnel and operation managers are responsible for monitoring that employees follow GMP's guidelines and implement corrective actions when appropriate.
- 3.2 All employees (including management) are responsible for following good manufacturing practices.
- 3.3 Department managers are responsible to train all new and existing employees on GMP's and are to monitor their hygiene practices on a daily basis
- 3.4 Quality Assurance will perform a monthly inspection of the facilities and equipment and report findings to the management team


## **4. GOOD MANUFACTURING PRACTICES**

### **4.1 Personnel**

- 4.1.1 Food and beverages brought for consumption at break times and at lunch must be stored and consumed in the lunchroom or outside of the building (or designated approved areas). Such food cannot be stored in plant coolers, freezers, employee lockers, etc.
- 4.1.2 There is to be no consumption of food of any sort while in the operational areas.
- 4.1.3 Smoking (including chewing tobacco) is not permitted in the facilities.
- 4.1.4 Alcohol consumption and the use of illegal drugs are absolutely forbidden during work times and prior to coming to work for all plant employees. The personal storage of alcohol or illegal drugs by employees in the facility is absolutely forbidden.
- 4.1.5 The use of prescribed medications must be reported to the employees' immediate report before commencing work. The use of any medication may affect the employee's ability to perform his/her job and may require the employee to be allocated to alternate duties.


### **4.2 Personal hygiene & cleanliness**

- 4.2.1 Facilities entrance:
  - Employees must carry company's Identification Card (ID) at all the times.
  - Do not let others without ID enter into the plant
  - Food can be introduced in the plant ONLY in containers or lunch packs and they must be kept in the lunch room. No food or beverages are allowed in the lockers room.
- 4.2.2 Hand washing and personal protection:
  - Wash hands with soap for at least 20 seconds with hot water

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### **Records Keeping**

- **Annual HACCP Reassessment**
- **All records are stored for two years or longer if there are customers or legal requirements applicable.**

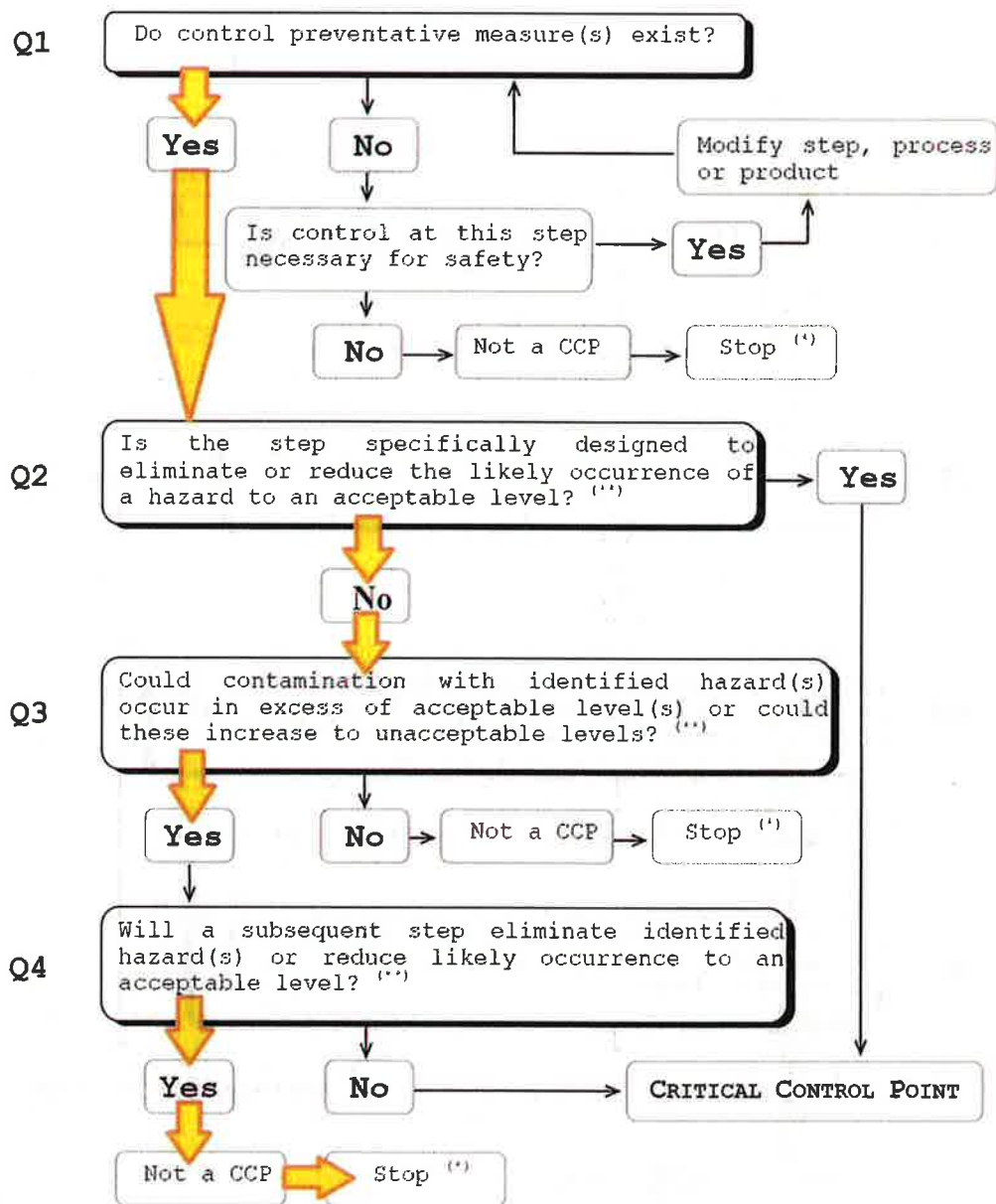
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### **HACCP Plan**

The Hazard Analysis of the Flowchart included in this HACCP program has revealed that there are not Critical Control Points and all identified hazards are controlled by prerequisite programs. The Hazard Analysis in this program must be reviewed at least annually or every time there is a change in the process or new products are included, in order to identify, control, monitor, and verify the introduction or any potential hazard and the effectiveness of the measures taken.


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## Step 8. Shipping of Re-Packed Products

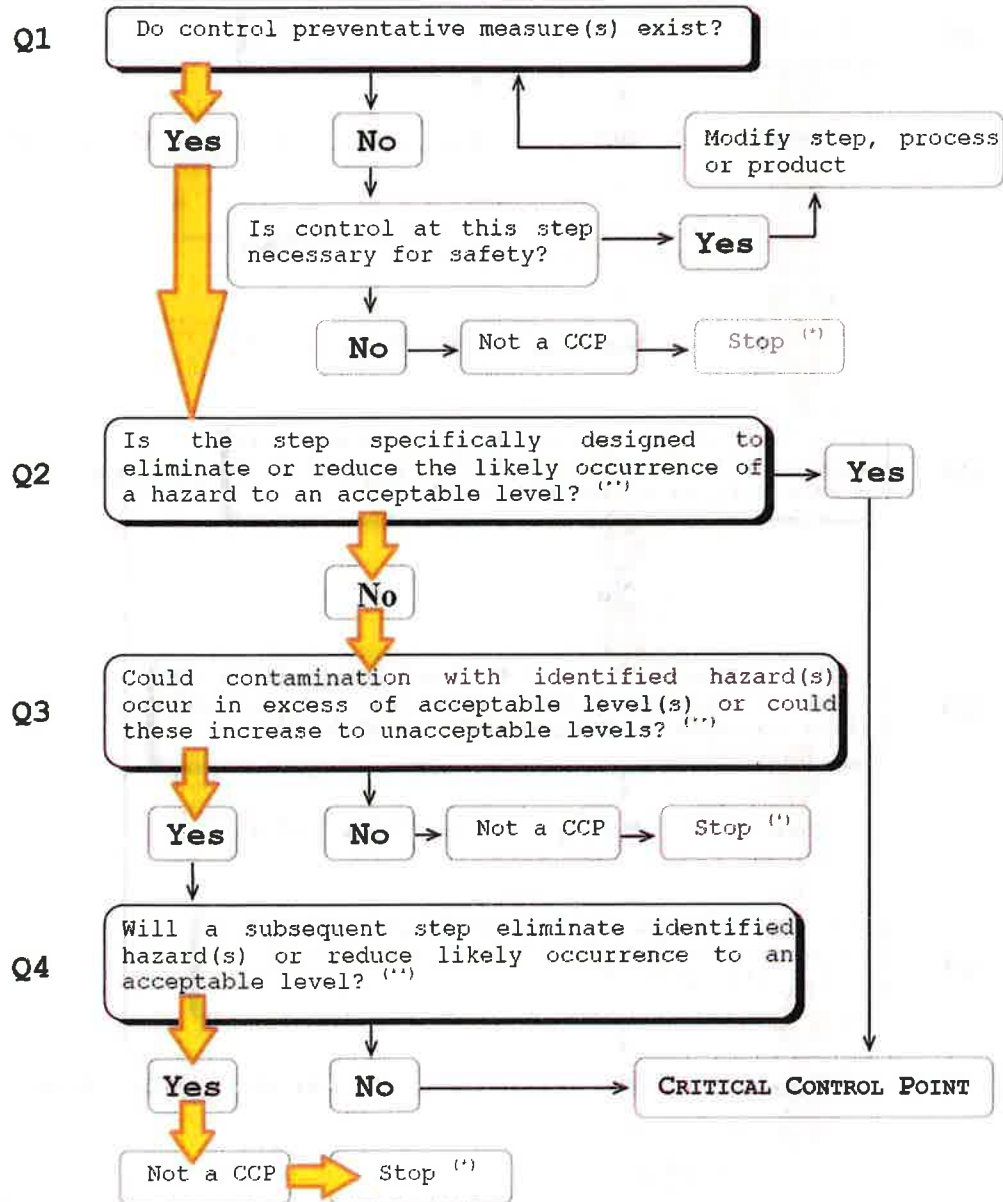


<sup>(\*)</sup> Proceed to the next identified hazard in the described process.

<sup>(\*\*)</sup> Acceptable and unacceptable levels need to be defined within the overall objectives in identifying the CCPs of HACCP plan.


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## Step 7. Re-Packing

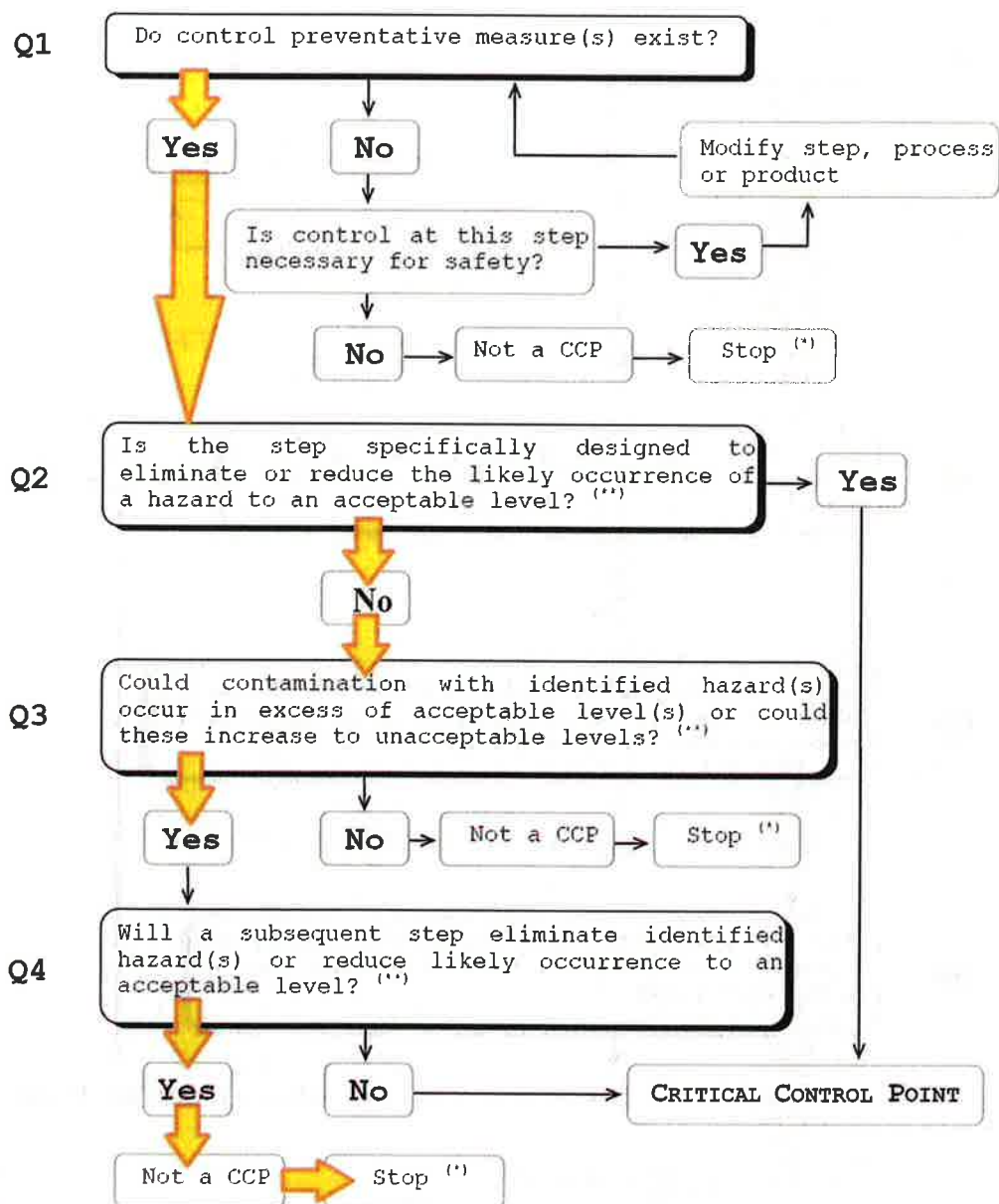


(\*) Proceed to the next identified hazard in the described process.

(\*\*) Acceptable and unacceptable levels need to be defined within the overall objectives in identifying the CCPs of HACCP plan.

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## Step 6. Shipping



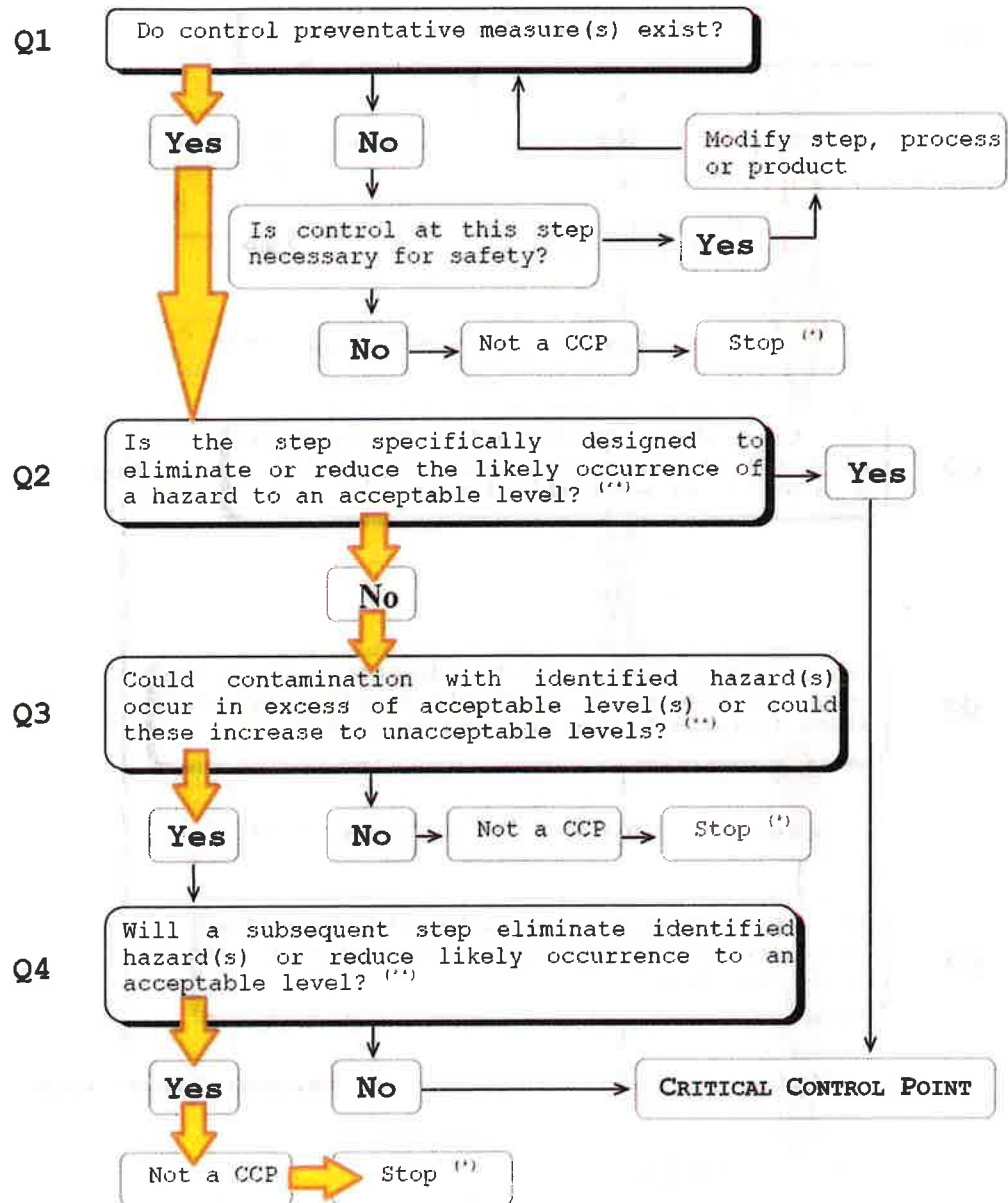
(\*) Proceed to the next identified hazard in the described process.

(\*\*) Acceptable and unacceptable levels need to be defined within the overall objectives in identifying the CCPs of HACCP plan.




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## Step 5. Picking

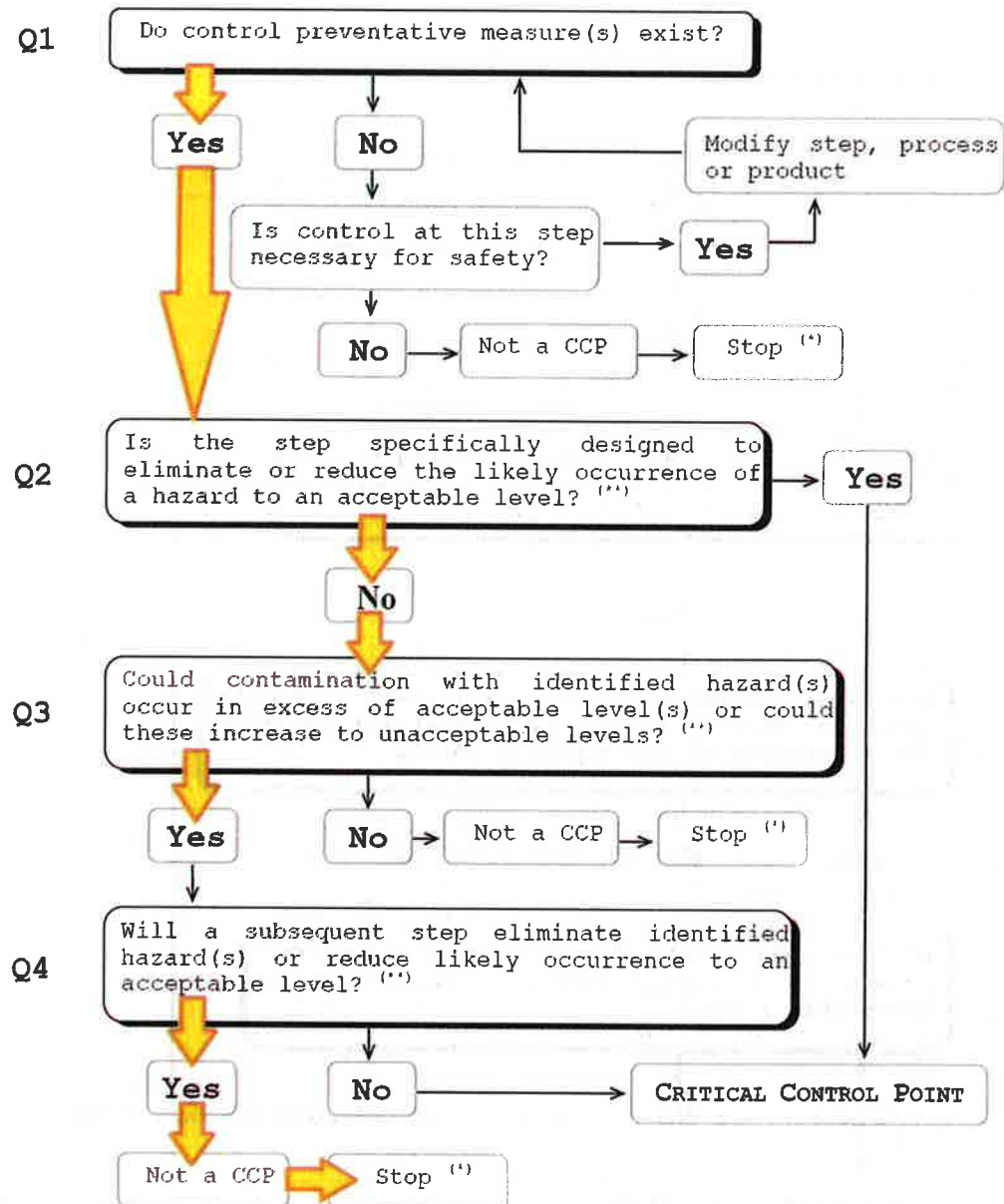


(\*) Proceed to the next identified hazard in the described process.

(\*\*) Acceptable and unacceptable levels need to be defined within the overall objectives in identifying the CCPs of HACCP plan.


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#### Step 4. Storing

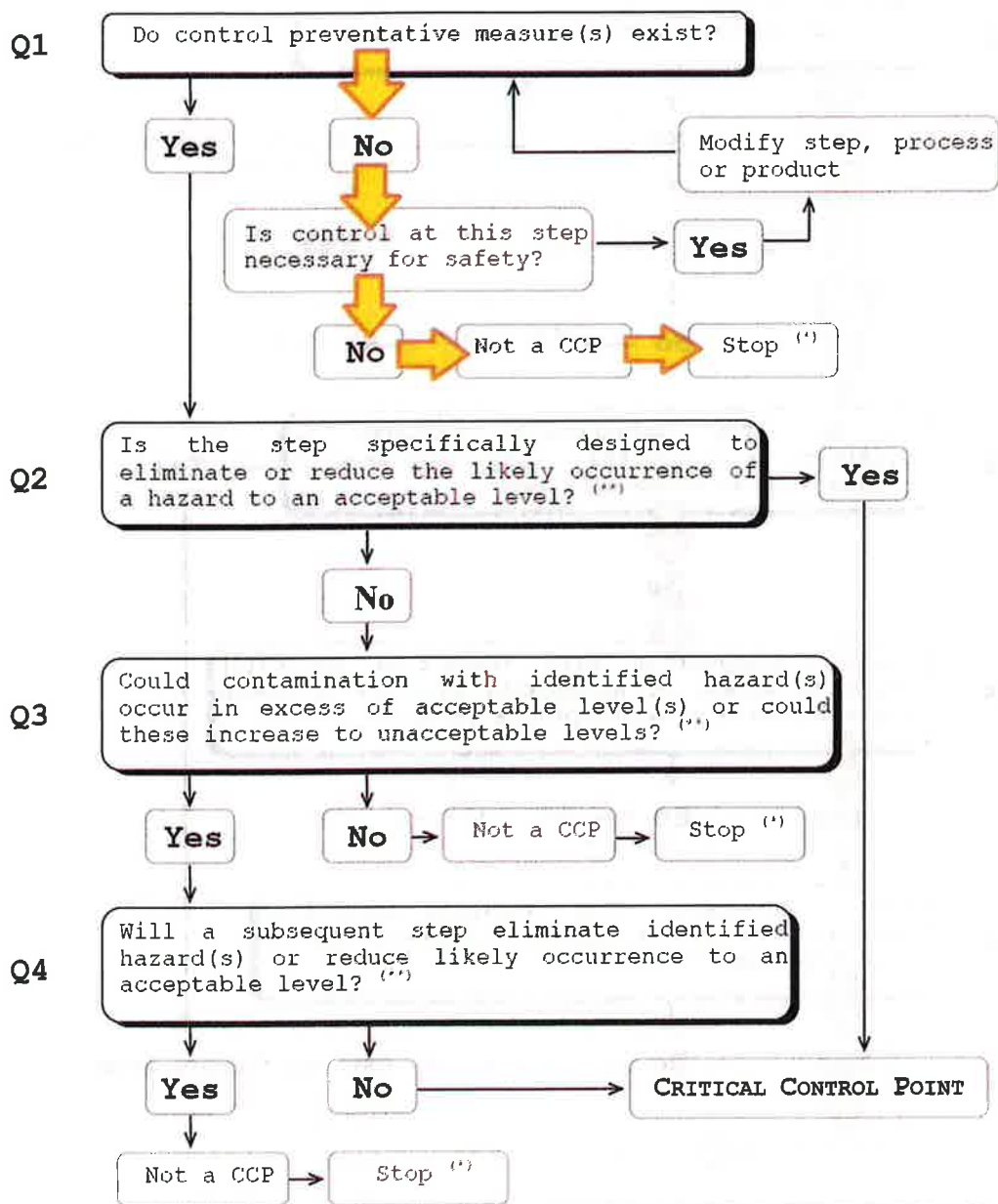


(\*) Proceed to the next identified hazard in the described process.

(\*\*) Acceptable and unacceptable levels need to be defined within the overall objectives in identifying the CCPs of HACCP plan.


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### Step 3. Identification/Loting

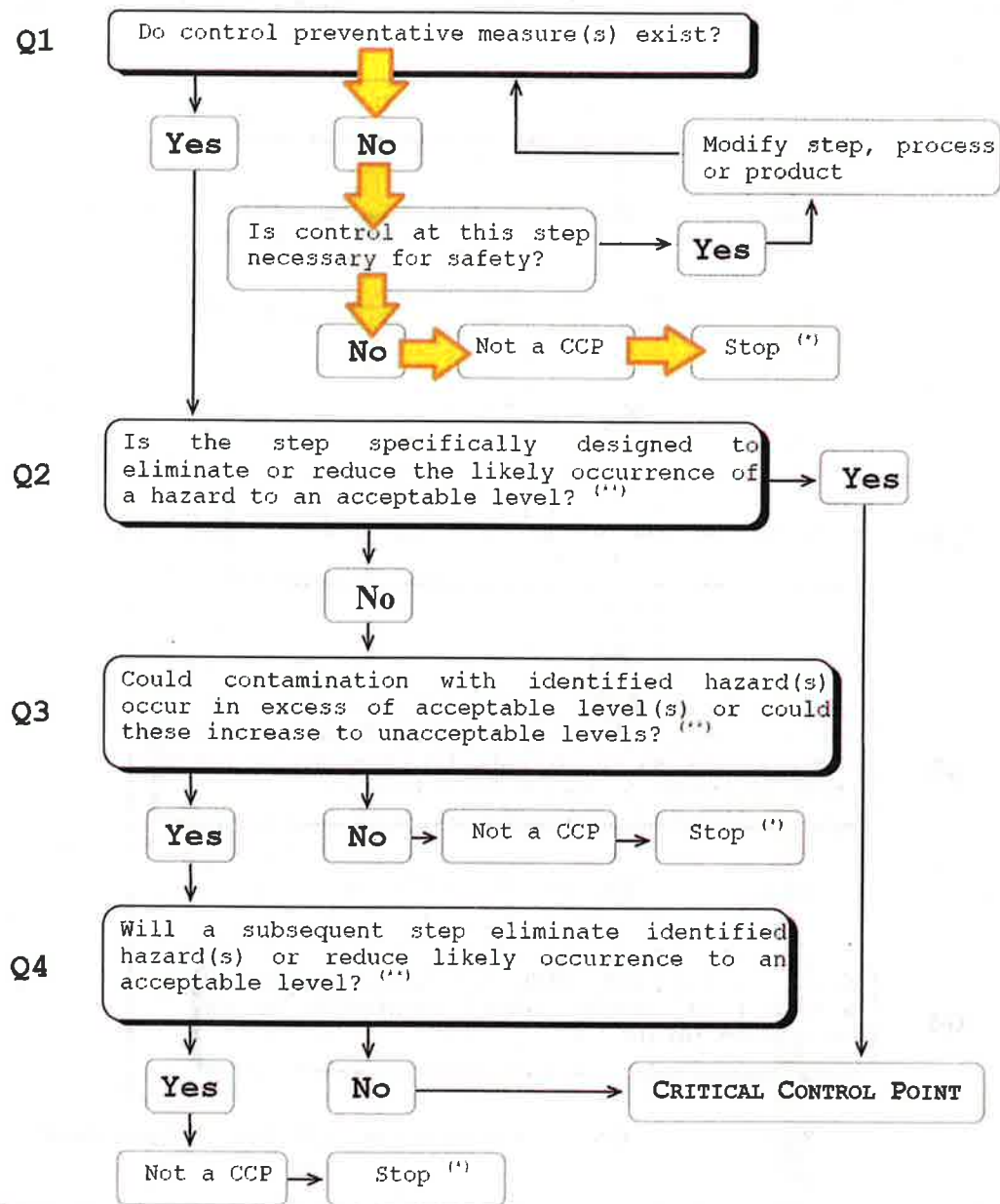


<sup>(\*)</sup> Proceed to the next identified hazard in the described process.

<sup>(\*\*)</sup> Acceptable and unacceptable levels need to be defined within the overall objectives in identifying the CCPs of HACCP plan.


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## Step 2. Inspecting/Counting



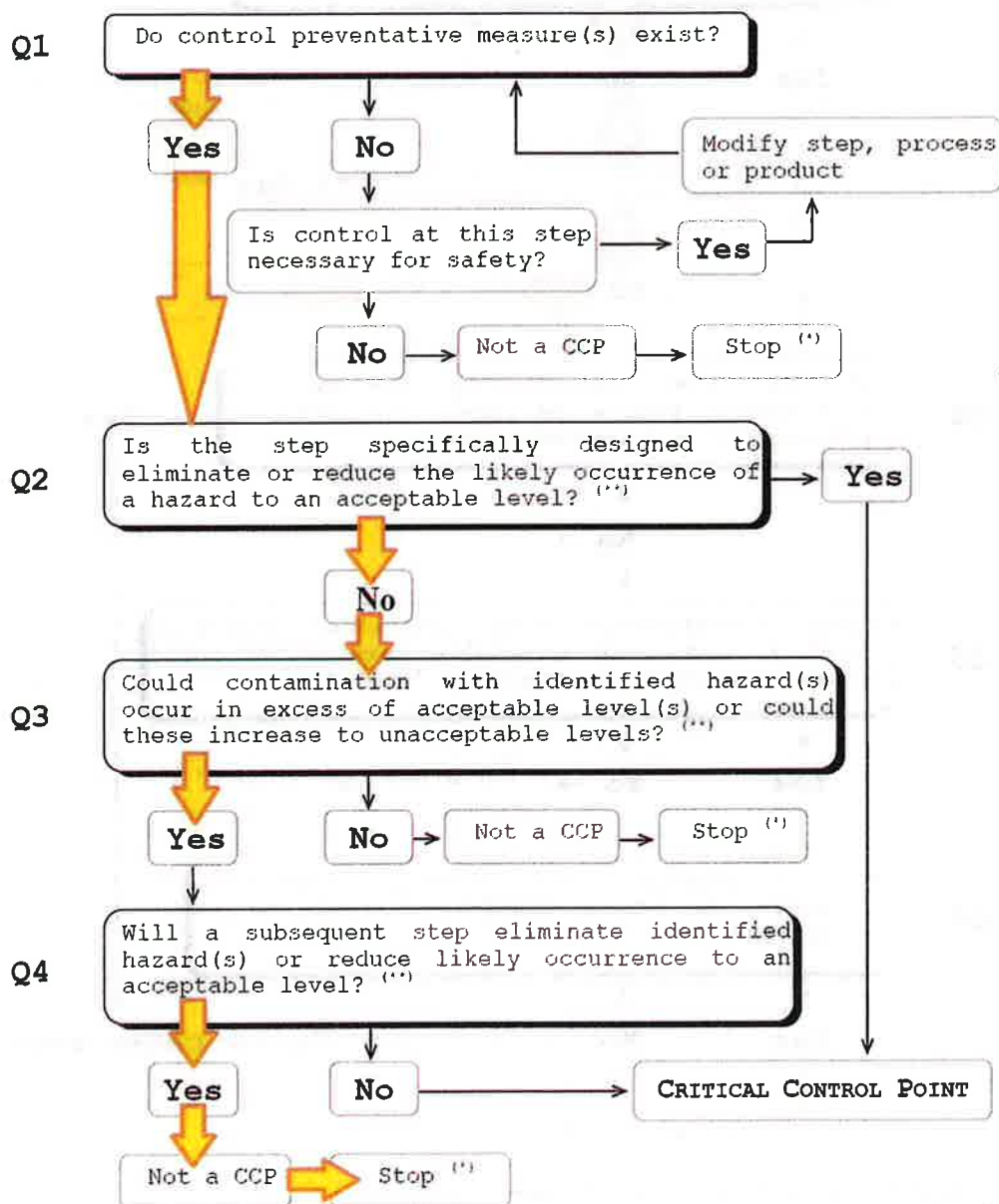
<sup>(\*)</sup> Proceed to the next identified hazard in the described process.

<sup>(\*\*)</sup> Acceptable and unacceptable levels need to be defined within the overall objectives in identifying the CCPs of HACCP plan.

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### CCP Determination


**Step 1. A, B, C: Receiving – Whole Vegetables, Fresh Cut Vegetables, and Dry Food Products.**





(\*) Proceed to the next identified hazard in the described process.

(\*\*) Acceptable and unacceptable levels need to be defined within the overall objectives in identifying the CCPs of HACCP plan.

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Ingredient or Processing Step	Potential hazards introduced, controlled or enhanced at this step	Does this potential hazard need to be addressed in HACCP plan? (Yes/No)	Why? (Justification for decision made in previous column)	What measures can be applied to prevent, eliminate or reduce the hazards being addressed in your HACCP plan?	Is this step a critical control point (CCP)?
(9) Site location and Adjacent land	Biological: None identified	N/A	N/A	N/A	N/A
	Physical: None identified	N/A	N/A	N/A	N/A
	Chemical: None identified	N/A	N/A	N/A	N/A


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Ingredient or Processing Step	Potential hazards introduced, controlled or enhanced at this step	Does this potential hazard need to be addressed in HACCP plan? (Yes/No)	Why? (Justification for decision made in previous column)	What measures can be applied to prevent, eliminate or reduce the hazards being addressed in your HACCP plan?	Is this step a critical control point (CCP)?

(7) <b>Re-Packing</b>	Biological: Potential Food borne Pathogens cross contamination	NO	Low risk, controlled by SSOP and GMP	SSOP and Employees GMP	NO
	Physical: None identified	N/A	N/A	N/A	N/A
	Chemical: None identified	N/A	N/A	N/A	N/A

(8) <b>Shipping of Re-Packed Products</b>	Biological: Potential Food borne Pathogens	NO	Bacterial growth controlled by keeping refrigerated temperatures.	Temperature Control	NO
	Physical: None identified	N/A	N/A	N/A	N/A
	Chemical: None identified	N/A	N/A	N/A	N/A




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<b>Ingredient or Processing Step</b>	<b>Potential hazards introduced, controlled or enhanced at this step</b>	<b>Does this potential hazard need to be addressed in HACCP plan? (Yes/No)</b>	<b>Why? (Justification for decision made in previous column)</b>	<b>What measures can be applied to prevent, eliminate or reduce the hazards being addressed in your HACCP plan?</b>	<b>Is this step a critical control point (CCP)?</b>
	Chemical: Allergens	NO	Products with allergens ingredients are storage in the same area	Allergen Control Program in place	NO

<b>(5)</b> <b>Picking</b>	Biological: Potential Food borne Pathogens	NO	Bacterial growth controlled by keeping refrigerated temperatures.	Temperature Control	NO
	Physical: None identified	N/A	N/A	N/A	N/A
	Chemical: None identified	N/A	N/A	N/A	N/A

<b>(6)</b> <b>Shipping</b>	Biological: Potential Food borne Pathogens	NO	Bacterial growth controlled by keeping refrigerated temperatures.	Temperature Control	NO
	Physical: None identified	N/A	N/A	N/A	N/A
	Chemical: None identified	N/A	N/A	N/A	N/A

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<b>Ingredient or Processing Step</b>	<b>Potential hazards introduced, controlled or enhanced at this step</b>	<b>Does this potential hazard need to be addressed in HACCP plan? (Yes/No)</b>	<b>Why? (Justification for decision made in previous column)</b>	<b>What measures can be applied to prevent, eliminate or reduce the hazards being addressed in your HACCP plan?</b>	<b>Is this step a critical control point (CCP)?</b>
<b>Inspecting/Counting</b>	<b>Physical:</b> None identified	N/A	N/A	N/A	N/A
	<b>Chemical:</b> None identified	N/A	N/A	N/A	N/A
	<b>None identified</b>				


<b>(3)</b> <b>Identification/Lotting</b>	<b>Biological:</b> None identified	N/A	N/A	N/A	N/A
	<b>Physical:</b> None identified	N/A	N/A	N/A	N/A
	<b>Chemical:</b> None identified	N/A	N/A	N/A	N/A
	<b>None identified</b>				

<b>(4)</b> <b>Storing</b>	<b>Biological:</b> Potential growth of food pathogens	NO	Low risk, Temperature control	Temperature Control, GMP.	NO
	<b>Physical:</b> Foreign Object (wood, stones, plastic, etc.)	NO	low likelihood of occurrence, All pallets have covers or are covered (slip cover)	Receiving Program, Lids and Covers	NO

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<b>Ingredient or Processing Step</b>	<b>Potential hazards introduced, controlled or enhanced at this step</b>	<b>Does this potential hazard need to be addressed in HACCP plan? (Yes/No)</b>	<b>Why? (Justification for decision made in previous column)</b>	<b>What measures can be applied to prevent, eliminate or reduce the hazards being addressed in your HACCP plan?</b>	<b>Is this step a critical control point (CCP)?</b>
<b>Receiving – Dry Food Products</b>	Potential growth of food pathogens				
	Physical: Foreign Object (wood, stones, plastic, etc.)	NO	low likelihood of occurrence, All pallets have covers or are covered (slip cover)	Receiving Program, Lids and Covers	NO
	Chemical: None identified	N/A	N/A	N/A	N/A
<b>(1 - C) Receiving Packaging</b>	Biological: None identified	N/A	N/A	N/A	N/A
	Physical:	NO	low likelihood of occurrence, All pallets have covers or are covered (slip cover)	Receiving Program, Lids and Covers	NO
	Chemical: None identified	N/A	N/A	N/A	N/A
<b>(2)</b>	Biological: None identified	N/A	N/A	N/A	N/A

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500 Burning Tree Rd., Fullerton, CA 92833

<b>Ingredient or Processing Step</b>	<b>Potential hazards introduced, controlled or enhanced at this step</b>	<b>Does this potential hazard need to be addressed in HACCP plan? (Yes/No)</b>	<b>Why? (Justification for decision made in previous column)</b>	<b>What measures can be applied to prevent, eliminate or reduce the hazards being addressed in your HACCP plan?</b>	<b>Is this step a critical control point (CCP)?</b>
(1 - B) <b>Receiving – Fresh Cut Vegetables</b>	Biological: Potential Food borne Pathogens*	NO	Raw Vegetables may contain pathogens from the environment. Proper temperature and sanitation is used to reduce the risk. Strict receiving guidelines are in place to reject for elevated temperatures.	Temperature Control. Subsequent sanitation step will reduce pathogen levels.	NO
	Physical: Foreign Object (wood, stones, plastic, etc.)	NO	low likelihood of occurrence, suppliers letter of guarantee, GAP		NO
	Chemical: Pesticides	NO	Supplier GAP Program. Letter of Guarantee, No harvesting before pre-harvest interval.		NO

\* Opportunities for contamination of fresh produce occur from the field to the processing facility. Loading, transporting, and unloading produce may introduce contaminants. Damaged produce, soil, debris, and pests may all arrive with the produce when it is delivered to the facility. To help ensure the quality of incoming fresh produce, we carefully inspect the produce upon receipt at the facility following our receiving procedures.

(1 - C)	Biological:	NO	Low risk,		NO
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500 Burning Tree Rd., Fullerton, CA 92833

<b>Ingredient or Processing Step</b>	<b>Potential hazards introduced, controlled or enhanced at this step</b>	<b>Does this potential hazard need to be addressed in HACCP plan? (Yes/No)</b>	<b>Why? (Justification for decision made in previous column)</b>	<b>What measures can be applied to prevent, eliminate or reduce the hazards being addressed in your HACCP plan?</b>	<b>Is this step a critical control point (CCP)?</b>
(1 - A) <b>Receiving – Whole Vegetables</b>	Biological: Potential Food borne Pathogens*	NO	Raw Vegetables may contain pathogens from the environment. Proper temperature and sanitation is used to reduce the risk by our suppliers. Strict receiving guidelines are in place to reject for elevated temperatures.	Temperature Control.	NO
	Physical: Foreign Object (wood, stones, plastic, etc.)	NO	low likelihood of occurrence, suppliers letter of guarantee, GAP		NO
	Chemical: Pesticides	NO	Supplier GAP Program. Letter of Guarantee, No harvesting before pre-harvest interval.		NO

\* Opportunities for contamination of fresh produce occur from the field to the processing facility. Loading, transporting, and unloading produce may introduce contaminants. Damaged produce, soil, debris, and pests may all arrive with the produce when it is delivered to the facility. To help ensure the quality of incoming fresh produce, we carefully inspect the produce upon receipt at the facility following our receiving procedures.


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### On Site Confirmation HACCP Flowchart

The verification of the HACCP Flowchart was conducted by the following HACCP team members on the date indicated in the signature/date section:

<b>Name</b>	<b>Position</b>	<b>HACCP Team member Signature / Verification Date</b>
Gerson De Paz	QA Manager HACCP Coordinator	8/10/2015
Gerson De Paz	Director of Operations	8/10/2015
Jorge Ramos	Shipping Manager	8/10/2015
Alex Vargas	Receiving Supervisor	8/10/2015
Erica Barraza	Transportation Supervisor	8/10/2015


**Note:** A verification of the HACCP flowchart is required at least annually or every time there is a change in the process or products not contemplated in this HACCP program.

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### HACCP Flowchart Description

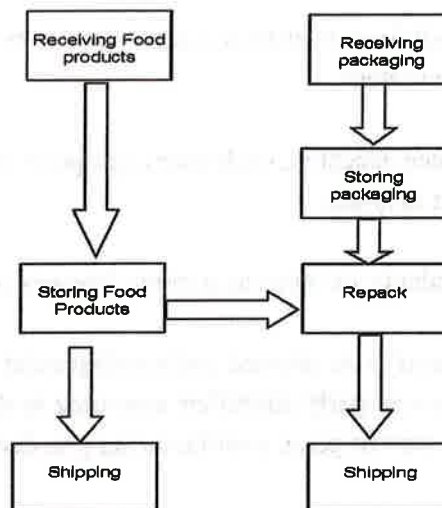
1. **Receiving – (A) Whole Vegetables, (B) Fresh Cut Vegetables, and (C) Dry Food Products:** Whole vegetables, fresh cut vegetables and dry food products are received under proper transportation condition.
2. **Inspecting/Counting:** Each load is inspected according to the receiving procedure in place, counted and entered in the system.
3. **Identification/Loting:** Once accepted, each load is properly identified and coded according to the traceability program in place.
4. **Storing:** The received products are store in coolers, freezers or dry warehouse.
5. **Picking:** Orders are prepared to be shipped under refrigerated conditions if needed. All the components of the order are properly identified according to the traceability program and prepared according to the current good manufacturing practices program in place.
6. **Shipping:** The product is loaded into refrigerated trucks, if required, and the proper departure documentation is sent with the product. A copy of all documentation sent with the product is kept in the facility for traceability and recall purposes.
7. **Re-Packing:** When required the product is re-packed according to customer specifications following the good manufacturing practices program in place.
8. **Shipping of re-packed products:** The product is loaded into refrigerated trucks, if required, and the proper departure documentation is sent with the product. A copy of all documentation sent with the product is kept in the facility for traceability and recall purposes.




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### Food Distribution

Flow Chart



<b>Approved by:</b>	Gerson De Paz
<b>Position:</b>	Quality Assurance Manager
<b>Signature:</b>	
<b>Approval Date:</b>	

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### Product Intended Use

For retail, food service

Fresh: Whole, cut, RTE

Raw when a further process is needed (e.g. cooking, sanitizing, etc.)

Ready-to-eat when applicable.

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Wood  
 Woodchips  
 Oil-White Truffle  
 Kamaboko  
 Tahini Paste  
 Vinegar  
 Agave

**2. Important product characteristics**

Fresh: Whole, cut, RTE

Dry: In its container, sealed

**3. How the product will be used**

Raw, RTE when applicable, for further processing.

**4. Packaging**

Plastic Bags

Cardboard cases

Single servings

Bulk containers

Others:

**5. Shelf life**

See product spec: days at (X °F)

**6. Where it will be sold**

Retail, hotels, restaurants, institutions


**7. Labeling instructions**

Best before Date


Keep Refrigerated

**8. Special distribution control**

Temperature Control, Refrigerated when applicable

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	Figs Frisee Lotus (Fruit, Roots) Garlic
Dairy	Cheese (blue, ) Milk
Nuts	Nuts (Macadamia, Peanuts, Walnuts,
Food Packaging	Plastic Trays, Plastic lids, Plastic Bags, Aluminum Trays, Wraps
Others	Cheese cake Cheese leaf Dates Dressings (Blue Cheese, Balsamic Vinaigrette, Buttermilk, Caesar, Cocktail Sauce, Cole Slaw, Dijon Mustard, French Style, Greek Feta Vinaigrette, Honey Mustard, Italian, Oriental Honey Sesame, Ranch, Raspberry Vinaigrette, Thousand Island) Egg roll wrap Fruit Baskets Honey Hoshigaki (Dried Parsimonious) Miso Bases Noodles Oats Oils (Walnut) Olives (Whole, Stuffed: Almond, Anchovy, Jalapeno, etc.) Pastes Pickled (Peppers, Cucumbers, Onion, etc.) Power meal Bowls (Asian Noodles, Southwest, Spinach Quinoa) Raisins Shahi Tofu Wheat (Berry, Flour) Won Ton Skins

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	Romanesco Rosemary Roots Rutabaga Sage Salsify Saffron Sapote Seaweed Shallot Shiso Sorrel Spinach Spring Mix Sprouts (Alfalfa, Bean, China Rose, Clover, Daikon, Onion, Pea, Soy, Sunflower, Wheat berry) Squash (Yellow, Zucchini, Butternut, Banana, etc.) Strawberries Tarragon Taro Thai Leaf Thyme Tomatillo Tomatoes (Whole, Salsa) Tomillo Treviso Truffle Turnips Turmeric Ugli Fruit Uplandcress Vanilla-Bean Verbena Verdolaga Watercress Watermelons Wheat-Grass Yams Yuzu Yu Choy Sum Fiddlehead fern
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# Letter of Guarantee

At Sunrise Produce Company we are committed to distributing only the highest level of quality products, adhering to the highest standards for Food Safety, Sanitation and Quality Assurance. Our Distribution Center encompasses over 70,000 square feet, five temperature zones and is 100% refrigerated. We practice a strict HACCP Program, maintain food security programs, and hold third party audit certifications.

Sunrise Produce Company certifies that all products sold and distributed are prepared and packaged without added sulfites or preservatives. All products are handled in compliance with all USDA and FDA regulations and is not misbranded or adulterated within the meaning of the Federal Food, Drug and Cosmetic Act, Title 21, Section 301 of the Code of Federal Regulations.

Proper practices are put in place to guarantee the products safety with an established GMP program, Pest-Control Program, and Sanitation Program for all products while under the company's care.

Every Vendor/Supplier must undergo a strict Vendor Qualification Program to be placed on our Approved Vendor List. Our Vendor Qualification Program includes the following:

- Letter of Guarantee
- Insurance Liability Coverage
- Vendor Profile
- Vendor Survey
- Third Party Certification
- 100% Recall Program

## For More Information

### **Director of Operations**

Gerson De Paz


Office: 323.726.8789 Ext 142

Cell: 213.675.0727


### **Visit Us Online**

[www.SunriseProduce.com](http://www.SunriseProduce.com)




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	Lettuce (Whole, Spring Mix, Harts, etc.) Limequat Limes (Fruit, Leaves) Lovage Longan Mangoes Mangosteen Marjoram Mache Melons Mint Minutina Mizuna Mulberries Mushrooms (Whole, Sliced) Mustard Greens Mustards Nagaimo Nectarines Okra Onions (Red, Sweet, Yellow, White) Orange (Whole, Wedges) Oregano Papayas Passion Fruit Parsley (Whole, Cleaned and Trimmed) Parsnips Peaches Pears (Whole, Sliced) Peas Peppers (Bell: Red, Green, Yellow, Ghost, Others peppers) Pineapples Plums Potatoes Pomegranate Quince Radicchio Rambutan Radish Rapini Raspberries Rice
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	Cucumbers Culantro Currants Curry Leaves Dandelion Daikon Dill Dragon Fruit Edible Flowers (Confetti, Lavander, Marigold, etc.) Eggplant Endive Epazote Escarole Fennel Garlic Gai Choy Ginger Gooseberries Grape Leaves Grapefruits Grapes Green Beans Green Onions Greens (Treviso) Guava Herbs (Papalo, Mix) Hearts of Palm Hoja Santa Honey Horseradish Haricot Vet Italian Greens Jack Fruit Kale Kiwis Kohlrabi Kumquats Lambs Quarter Lavander Leek Lemon Grass Lemons
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## Product Description

### 1. Product names:


Fruits, Vegetables and Greens	Apples (Whole, Sliced) Artichoke Arugula Asparagus Avocados (Whole, Pulp) Bamboo Bananas (Fruit, Leaves) Basil Bay leaves Beans (Blue, Fava, Greens, etc.) Beets Blackberries Blueberries Bok Choy Broccoflower Broccoli Broccolini Brussels sprouts Cabbage Cardone Carrots (Whole, Peeled, Juice, Cut: Matchstick, Julianne, etc.) Cauliflower Celery Chards Chanterelle Cherimoyas Cherries Chervil Chives Chrysanthemum Cilantro (Whole, Cleaned and Trimmed) Collard Greens Corn (Red, White, Yellow) Coriander
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### HACCP Team


The following individuals have been trained on establishing, implementing, monitoring and taking corrective actions for Sunrise Produce Company HACCP program.

<b>Name</b>	<b>Position</b>	<b>HACCP Team member signature</b>
Gerson De Paz	QC/QA Manager HACCP Coordinator	
Gerson De Paz	Director of operations	
Tim Graves	Purchasing Manager	
Jorge Ramos	Loading Manager	
Erica Barraza	Transportation Manager	

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3. **Product Intended Use**
4. **HACCP Flowchart**
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6. **Hazard Analysis**
7. **CCP Determination**
8. **HACCP Plan Justification**
9. **Records Keeping**

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# Sunrise Produce Company

## HACCP Program



## **HACCP Plan**

Sunrise Produce Company implements a comprehensive HACCP Plan defining and justifying risk for each ingredient and product. We adhere to the highest HACCP standards and hold third-party audit certifications. Our HACCP Plan defines the procedures for maintaining control of potentially hazardous food at the critical control points of food preparation or processing. Our HACCP Plan encompasses all food products that are fresh (whole, cut, Ready-To-Eat) and raw (when a further process is needed e.g. cooking, sanitizing, etc.). Our HACCP Plan includes:

- Identification of each Critical Control Point (CCP)
- Critical limits for each CCP
- Monitoring procedures for each CCP
- Corrective action that will be taken when there is a loss of control at a CCP
- Verification procedures that will ensure proper monitoring of each CCP
- Written procedures for employee training in HACCP plan procedures
- A list of food service equipment that is used at each CCP

In the first step of our HACCP Plan: whole vegetables, fresh cut vegetables and dry food products are received under proper transportation condition. After receiving these products at our warehouse, each load is inspected according to the receiving procedure in place, counted and entered in the system. Once the product is accepted, each load is properly identified and coded according to the traceability program in place. The received products are then stored in coolers, freezers or dry areas depending on the type of product. When orders are placed and ready to be shipped, all the components of the order are properly identified according to the traceability program and prepared according to the current good manufacturing practices program in place. When required the product is repacked according to customer specifications following the good manufacturing practices program in place. The product is then loaded into refrigerated trucks, if required, and the proper departure documentation is sent with the product. A copy of all documentation sent with the product is kept in the facility for traceability and recall purposes.





# Food Safety

## Outline

At Sunrise Produce Company, we are committed to producing only the highest level of quality products, adhering to the highest standards for Food Safety, Sanitation, and Quality Assurance. Sunrise Produce Company operates and follows strict food safety protocols and has an in-depth HACCP Plan. Sunrise Produce Company is PrimusGFSI Certified—the highest certification in Food Safety that is accepted worldwide. Sunrise Produce Company follows the guidance of this Global Food Safety Initiative (GFSI) which is industry-driven to implement food safety management systems necessary to ensure the safety of your food throughout our supply chain. Our Primus GFSI audit includes: 1. Food Safety Management Systems (FSMS), 2. Good Manufacturing Practices (GMP's) and 3. Hazard Analysis Critical Control Points (HACCP).



## **Recall Program**

Sunrise Produce Company maintains a 100% Product Recall Program with total traceability that is tested annually. In the event of a product recall. Our Recall Coordinator (either the President or the Quality Control Manager) immediately notifies and assembles the Recall Team. The Recall Team consists of QA Managers, Sales Manager, Customer Service Manager, Purchasing and Controller who assimilate, interpret and organize all information developed by others pertinent to the recall. Food Illness Forms are carefully reviewed by the Recall Team. If warranted, a product market withdrawal, product replacement, or recall is initiated. Once the scope of the recall has been decided, arrangements for recovery and replacement will be made. The quantity of product made and distribution points will be identified. Customers, distributors, and contract warehousing suppliers will be notified immediately in writing by a designate of the recall coordinator of recall action. The letter will consist of the following information: 1. Product description; 2. Use By date and Batch #; 3. How product will be picked up or returned to Sunrise; 4. How product will be replaced to customers so as not to disrupt regular business. An investigation of the incident will be initiated by the Recall Team and appropriate consultants to identify root causes and initiate corrective action. They will identify the onset and decline of the defect, and determine the appropriate scope of the recall (lots and products involved).

## **Traceability Program**

All products purchased and stored in our warehouse have a traceability program in place. This is done through several steps. All products are first purchased through a Purchasing Order (PO) # with our computer system, Produce Pro. This computer system also stores all vendors contact information, product descriptions, weights and count sizes. Once products are received, our receiving department inspects and counts products, making sure the PO # and the receiving ticket match. The item and amount is received into the Produce Pro system. Then all incoming boxes or totes are marked with a sticker that has the PO# and the Julian date. Any sales to a customer is tracked by our system, which has all the customer contact information, amount ordered and received. By using our computer system and product labeling we can trace any product received into our warehouse and track it to the individual customer.

### **Please see supporting documentation:**

- **Recall and Traceability Program**
- **Trace Back Program**

## **Food Defense**

We have a comprehensive written Food Defense Plan. This program protects the food stored and distributed at Sunrise Produce Company and covers the property and building Sunrise Produce Company leases. This plan also addresses areas of risk while recognizing the need for reasonable access to employees, vendors, suppliers, truck drivers, contractors and visitors. We have a Security Guard on duty 24 hours of the day as well as a surveillance video system in place that covers all access and critical areas. Our doors remain locked at all times and are only unlocked with employee security badges. All visitors are required to be checked in at the main entrance before being let into our facility. All visitors must sign a copy of our Good Manufacturing Practices. All employees are required to carry and use their security badges in order to access our facility. All biosecurity measures are covered in our HACCP Plan to define and justify risk for each ingredient and product that we store. Our Food Defense Plan identifies all key areas of the facility and are assessed for risk. Key measures, procedures, and corrective actions are established to ensure the safety of the products and employees. All storage of maintenance equipment and chemicals are stored and locked away in separate areas accessible to only authorized personnel. To ensure the safety of our computers, they are backed by an updated virus and firewall protection software that is only accessible assigned personnel. In the event that trucks must be used for "Less than Full" shipments, these trucks are kept completely secure while in transit. Water quality is ensured through annual and outside 3rd party laboratory testing. Our water supplies are equipped with backflow preventions and come from a municipal supply. Any chemicals used for pest control purposes are not stored in our facility and are ONLY used by a certified pest control technician. All of our employees undergo a criminal background check prior to being hired and the responsibility of every employee is to immediately report to their direct supervisor any observed unusual behavior and/or unrecognized individuals on the premises.

**Please see supporting documentation:**

- **Food Safety Policy**
- **Primus - GFSI Certification**
- **HACCP Plan**
- **Food Defense and Facility Security Plan**