



June 15, 2023

Mountain View Whisman School District  
Child Nutrition Department  
Attn: Debbie Austin  
1400 Montecito Ave.  
Mountain View, CA 94043

RE: IFB No. 2023-24-02 Milk

Dear Debbie,

We greatly appreciate the opportunity to bid on products for the Mountain View Whisman School District and we look forward to the opportunity to serve you.

The prices we have bid are based on June 2023 milk pricing, are bid on an all-or-none basis, are based upon the terms and conditions in IFB No. 2023-24-02 Milk, and are subject to FMMO changes monthly, but only if the cost of raw materials (based on changes prescribed by the California Department of Food and Agriculture), packaging, labor, or transportation costs change.

Sincerely,

A handwritten signature in blue ink, appearing to read "Klode Barkhosir", with a long, sweeping underline.

Klodet Barkhosir  
Financial Planning & Analysis Manager  
Crystal Creamery, Inc.

**Mountain View Whisman School District  
Invitation for Bid (IFB) No. 2023-24-02  
Milk**

Mountain View Whisman School District  
Debbie Austin, Director. Child Nutrition Director  
1400 Montecito Avenue  
Mountain View, CA 94043  
daustin@MVWSD.org

**Issue Date: June 2, 2023**

**IFB Submission Deadline: Friday, June 19, 2023 at 10:00am**

**Mountain View Whisman School District  
Invitation for Bid No. 2023-24-02  
Milk**

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## Schedule of Events

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

June 2,2023	IFB Released
June 7, 2023	Deadline to Receive Questions
June 7, 2023	Addenda or Q & A Released
June 19, 2023	IFB Responses Due / Opening
July 18, 2023	Anticipated Contract Award Date
September 1, 2023	Anticipated Start Date

**\*\*MVWSD will use every effort to adhere to the schedule. However, MVWSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [https://www.mvwsd.org/district\\_business](https://www.mvwsd.org/district_business)\*\***

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

Mountain View Whisman School District  
Child Nutrition Department  
Attention: Debbie Austin  
1400 Montecito Ave.  
Mountain View, CA 94043  
daustin@mvwsd.org

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

## Submission Instructions

Notice is hereby given that the Governing Board of the Mountain View Whisman School District in Mountain View, CA will receive sealed Invitation for Bids (IFB) No. 2023-24-02 for the procurement of the following:

### Milk

#### Provider to Submit bid

**Sealed IFB's** must be received no later than **June 19, 2023, 10:00am.**  
(1) Hardcopy bid & (1) USB - Electronic IFB version

bids received on or before the deadline will be accepted. bids that are received after the deadline will not be accepted.

bids must be delivered in a **sealed envelope** and identified with the **IFB number**. Emailed or faxed IFB's will not be accepted.

#### **Deliver bids to the following location:**

Mountain View Whisman School District  
Child Nutrition Department  
Attention: Debbie Austin  
1400 Montecito Ave.  
Mountain View, CA 94043

Companies interested in proposing should request appropriate documents by email at: [daustin@mvwsd.org](mailto:daustin@mvwsd.org) or can access the documents online using the following instructions:  
[https://www.mvwsd.org/district\\_business](https://www.mvwsd.org/district_business)

bids submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the bid either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the bid directly to the address above. All bids delivered after scheduled closing time for receipt of bids will not be considered. Incomplete bids may be deemed non-responsive and therefore not considered.

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

## **Notice to Bidders**

This solicitation is requesting sealed bids from qualified vendors in accordance with applicable state and federal laws governing federally funded Child Nutrition Programs. It is the intent of the Mountain View Whisman School District's Student Nutrition Services Department, herein after referred to as the School Food Authority or District (SFA or District), to award a contract to procure specified items listed in this document. Vendors are invited to submit a bid to provide specified items to the SFA. A vendor who submits a bid in response to this solicitation will be herein after referred to as "Bidder".

### **General Information about the District**

The Mountain View Whisman School District ("District") is requesting submission of statements of qualifications and bids ("bids") from qualified persons, firms, partnerships corporations, associations or professional organizations ("Bidder(s)") for the provision and delivery of bread and bakery Goods ("Services") to the District, as further described herein.

The District is located in Santa Clara and has a projected student enrollment for the 2023 - 2024 school year of approximately 4500 students. The District has 3 delivery sites. The District is seeking bids from qualified companies to procure and deliver products. This IFB defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District is seeking to:

- Ensure that students are receiving high quality milk and dairy products
- Purchase high quality milk and dairy products at the best possible price
- Utilize the expertise of our vendor to provide training information for our department staff on best practices
- Partner with a vendor that will provide excellent customer service.

## Bid Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH BID

**Bidder Name:** Crystal Creamery Inc.

**This checklist must be submitted with Bidder's bid.**

### **REQUIRED DOCUMENTS:**

- ✓ Bid Submission Checklist (Att.1, this form)
- ✓ Invitation for Bid Signature Page (Att. 2)
- ✓ Vendor Questionnaire (Att. 3)
- ✓ Non Collusion Affidavit (Att. 4)
- ✓ Bidder's Statement Regarding Insurance Coverage (Att. 5)
- ✓ Worker's Compensation Insurance Certification Form (Att. 6)
- ✓ Drug Free Workplace Certification (Att. 7)
- ✓ Equal Opportunity Employment (Att. 8)
- ✓ Fingerprint Clearance/Criminal Background Investigation (Att. 9)
- ✓ Certificate of Independent Price Determination (Att. 10)
- ✓ Suspension and Debarment Certification (Att. 12)
- ✓ Certification Regarding Lobbying (Att. 13)
- ✓ Buy American Certification Form (Att. 14)
- ✓ Iran Contracting Act of 2010 Compliance Affidavit (Att. 15)
- ✓ China Prohibition Certification (Att. 16)
- ✓ Statement of Pricing (Include in your bid)
- ✓ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your bid)
- ✓ Item List (Att. 18)
- ✓ Addenda

## **Equal Opportunity Employer / Federal Non-Discrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. fax:  
(833) 256-1665 or (202) 690-7442; or
3. email:  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)



## Bid Instructions and General Requirements

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

**Bidder Questions Regarding this Invitation for Bids** – Any questions regarding this Invitation for Bids shall be emailed to the Mountain View Whisman School District at [daustin@mvwsd.org](mailto:daustin@mvwsd.org) prior to the March 17th, 2023 at 2:00 pm PST deadline.

**Deadline for Receipt of IFBs** – bids shall be delivered to the District, on or before the day and hour set for the opening of the bids. bids shall be placed in a sealed envelope and submitted to the District via mail to: Procurement Department, 1400 Montecito Avenue Mountain View, CA 94043. Any bid received after the scheduled closing time in the IFB shall be unopened. All unsigned bids will be rejected. After the bids are opened at the designated time, no commitment will be made at that time until all bids are evaluated for pricing, specifications and other pertinent information.

**The IFB** – All numbers in the bid should be stated in figures, and signatures of all individuals must be in long-hand. Unsigned bids will not be accepted. FAX copies of bids will not be accepted for formal advertised IFBs.

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

**HACCP Plan or Food Security and Safety Program** – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder’s Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its bid. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

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

**Pricing-Term of Contract** – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of IFB and may be extended upon mutual consent of Mountain View Whisman School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated. In the event of a general price decrease the District reserves the right to revoke the IFB award unless the decrease is passed on to the District.

### Pricing

Provide a detailed Statement of Pricing for Products to be provided. Bidder submitting a IFB shall specify product size, case count, price and tie height pallet specifications pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

**Pricing Terms** – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period September 1, 2023 through August 31, 2024. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. Bidders must agree to fix contract prices for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

**Itemized Bid List** – The District’s Itemized Bid List is attached hereto. The “Notes” section should be used to indicate if an item is a special order, requires a minimum purchase, or is an alternative to what was listed. bids must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price).

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

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

**Reservation of Rights:** The SFA expressly reserves the following rights:

1. To reject all bids for reasonable cause;
2. To reject any part of the bid not meeting the specifications set forth in the IFB documents
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all bids;
4. To negotiate the final terms and conditions of the contract, which may differ from those contained in the bid, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the IFB that would have resulted in different bids from all respondents.
5. To re-award the solicitation to another Bidder in the event the Bidder to whom an IFB is awarded defaults in executing the formal agreement; and
6. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

### District Evaluation/Selection Process

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

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

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

**Evaluation/Award** – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District's needs to provide the

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

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

### Terms and Conditions

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

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

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

**Anti-discrimination** – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

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

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

**California Public Records Act** – Responses to this IFB will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Bidder agrees, by submission of its response for the District’s consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

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

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

**Competency of Bidders Submitting a bid** – A bid will only be accepted from, or a contract awarded to, a contractor who is licensed in accordance with the law, to whom a bid form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a bid. Bidders submitting a bid shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

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

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

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

**District Requirements** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the IFB and required during the contract

period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

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

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

**Examination of Locations** – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

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

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

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

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

**Formation of Contract** – Bidder's signed bid and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

**Contract Term** - It is the intent to award the contract for an initial one year period with the option to renew it for 2, one-year periods for a possible total contract term of 3 years. The decision to renew the contract will be at the sole discretion of the District and agreed upon by both parties.

**Insurance Requirements** – Successful Bidder shall maintain insurance as specified in the Section titled, “Minimum Insurance/Coverage.” Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, “Minimum Insurance/Coverage” and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

**Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District’s request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a bid shall specify price, product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the District’s Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

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

**Post Award Meeting** – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District’s Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District’s expectations, and to discuss any issues related to the execution of this IFB. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this IFB and the awarded Contract. The District will approve all materials associated with this IFB.

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

**Ingredients** - All Fresh Bakery products shall meet Food & Nutrition standards (EAT REAL Undesirable Ingredients List [Appendix A]) set by the Department.

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

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

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

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

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

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

**Minimum Insurance/Coverage:**

The Bidder agrees to purchase and maintain through the duration of the contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least “A,11” status as rated in the most recent edition of Best’s Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Mountain View Whisman School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “Mountain View Whisman School District, its elected and appointed officers, agents,



employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement.”

3. **Primary Insurance Endorsement:** In addition to the “Additional Insured” as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “Such insurance as is afforded by the Endorsement for the Additional Insured’s shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement.”
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder’s insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers’ Compensation:** Bidder shall provide Workers’ Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: “Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement.” Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers’ Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder’s insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: “Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement.” The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties’ indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties’ actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Contract Term:** The initial awarded contract period shall be September 1, 2023 to August 31, 2024. This awarded contract may be renewed for up to two (2) additional one-year terms by mutual agreement of the SFA and Selected Vendor after the SFA has conducted an annual Vendor Performance and Evaluation.

Initial Year:	September 1, 2023 to August 31, 2024
Option Year 1:	September 1, 2024 to August 31, 2025
Option Year 2:	September 1, 2025 to August 31, 2026

**Discount for Prompt Payment:** Discounts/terms for prompt payment will not be considered in the evaluation of bids. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the bid by the Bidder. As an alternative to offering a prompt payment discount in conjunction with the bid, Bidder may include prompt payment discounts on individual invoices, if awarded the contract.

**Quantity and Quality of Materials and Services:** The Selected Vendor shall furnish and deliver the products/services designated by the contract documents. All materials, supplies or services furnished under the contract shall be in accordance with the District specifications, the District sample, or the sample furnished by the Bidder and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at the vendor's expense. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

**Outside of the Student Nutrition Services Department:** The Selected Vendor is prohibited from selling or providing items to the District schools outside of this agreement without the written consent of the Child Nutrition Services Department. The Child Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and California Department of Education (CDE) guidelines. Vendor shall charge the same price as agreed upon in this IFB.

## Protests

Any Bidder may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another Bidder for the award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Debbie Austin  
Child Nutrition Director  
daustin@mwwsd.org

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

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

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

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

## Product Delivery Specifications And Conditions

**Packaging:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged packages may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for packaging shall be borne by the vendor.

**Ordering:** The District will place orders online (preferably) and be sent confirmations. The District reserves the right to add, remove or delete product based on school needs.

**Substitutions:** Substitutions in quality or quantity shall receive prior approval from the Student Nutrition Services Department in order to qualify for payment.

**Delivery:** The District reserves the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor may be required to make direct deliveries to 3 sites. The central kitchen requires 5 days per week deliveries. Deliveries shall be made utilizing proper delivery trucks and equipment. All deliveries shall occur between 5:30am and 7:30 am unless otherwise arranged with the District. Dark drops will not be accepted. If Monday is a scheduled delivery day and Monday is a holiday, deliveries will occur on the Tuesday after the holiday. Refer to the table below for delivery sites, times, and locations.

Milk and milk products must be produced and processed in California and must be Grade A conforming with the Californian Agriculture Code, rBST, no Antibiotic residue, and meet USDA federal meal program nutrient standards.

The Milk and Dairy products must be delivered in a refrigerated clean and sanitary truck and the temperature of the products must be 37° – 45° at the time of delivery. A lift gate and pallets may be needed for large loads.

Empty milk crates are to be picked up at the time of the next delivery.


Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting, sour smelling milk, or milk leakage shall be replaced immediately upon notification. All out of date products are to be picked up and credit issued as needed.

Milk shall be delivered unwrapped with no plastic.

Milk will be stored in the school's milk coolers by the delivery person.

Delivery Locations				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Crittenden Middle School	1701 Rock Street, Mountain View, California 94043	5:30 am - 7:30 am	Monday, Tuesday, Wednesday, Thursday, Friday	5

**Invitation for Bid Signature Page - Attachment "2"**  
TO BE SUBMITTED WITH BID

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this bid is accurate, true, and binding upon the Bidder.	
Company Name	Crystal Creamery Inc.
Signature of Company Official	
Name of Signer	Klodet Barkhosir
Title of Signer	Financial Planning & Analysis Manager
Email Address	FFDPricing@crystalcreamery.com
Complete Mailing Address	529 Kansas Ave.
City, State, Zip	Modesto, CA 95351
Phone Number	209-576-3400
Date	06-15-23
Minimum Dollar Amount for Delivery	\$
<input checked="" type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	No.
<input type="checkbox"/>	c

Vendor Questionnaire - Attachment "3"  
TO BE SUBMITTED WITH BID

***Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your bid. Note that answers are not scored but are used to ensure that bidders are responsible and can meet requirements.***

1. Delivery Specifications - Will you be able to meet the specified delivery timeframe?  
Yes.
2. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program. 14 Trucks / all with lift gates.
3. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? Usually the day before, limit may be depending on the current load scheduled.
4. Service Reliability and Past Performance - What is the lead time you require for orders?  
48 Hours.
5. Service Reliability and Past Performance - Will you have a dedicated account manager working with The District on a consistent basis.  Yes \_\_\_ No
6. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone? Our customer service and sales representatives will be in close communication with Mountain View Whisman.
7. Service Reliability and Past Performance - How many years has your company been in the bread and bakery goods business? N/A.
8. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.  
No.
9. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? Our customer service and sales representatives will be in close communication with Mountain View Whisman School District in case of shortages and/or substitutes.
10. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery? No.
11. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service? 50+.
12. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall? Our customer service and sales representatives will be in close communication with Mountain View Whisman School District in case of a product recall.
13. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met? Yes.
14. Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures. Please contact our order entry team and/or your sales representative for assistance by email FresnoOrderEntry@crystalcreamery.com or phone 1-800-624-3093.

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

Name of Bidder (Person, Firm, or Corporation): Crystal Creamery Inc.

Signature of Bidder's Authorized Representative: 

Date of Signing: 06-15-23

Print Name & Title of Authorized Representative: Klodet Barkhosir, Financial Planning & Analysis Manager

Phone Number: 209-576-3400

Email: FFDPricing@crystalcreamery.com

**Noncollusion Affidavit - Attachment "4"**

PUBLIC CONTRACTS CODE SECTION 7106<sup>(L)</sup><sub>(SEP)</sub>  
TO BE SUBMITTED WITH BID

State of California  
County of Stanislaus

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

06-15-23  
(Date)

Crystal Creamery Inc.  
Bidder Name  
(Person, Firm, Corp.)

529 Kansas Ave.  
Address

Modesto, CA 95351  
City, State, Zip

Modesto, CA  
Signed at (Place)

  
Authorized Representative

Klodet Barkhosir  
Representative's Name

Financial Planning & Analysis Manager  
Representative's Title

## **Bidder's Statement Regarding Insurance Coverage Attachment "5"**

### **TO BE SUBMITTED WITH BID**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bids. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mountain View Whisman School District as Additional Insured for the work specified.

Crystal Creamery Inc.

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Klodet Barkhosir, Financial Planning & Analysis Manager

Name & Title of Authorized Representative

06-15-23

Date of Signing



## Workers' Compensation Insurance Certificate - Attachment "6"

TO BE SUBMITTED WITH BID

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

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

Crystal Creamery Inc.

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Klodet Barkhosir, Financial Planning & Analysis Manager

Name & Title of Authorized Representative

06-15-23

Date of Signing

ATTEST:

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

\_\_\_\_\_  
Printed Name & Title

## Drug-Free Workplace Certification - Attachment "7"

### TO BE SUBMITTED WITH BID

I, Klodet Barkhosir, am the Financial Planning & Analysis Manager of  
(Print Name) (Title)

(Bidder Name): Crystal Creamery Inc. I declare, state and certify to all of the following:

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

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

Executed at Modesto, CA this day of 06-15-23  
(City and State) (Date)

  
(Signature)

Klodet Barkhosir  
(Name Handwritten or Typed Name)

## Equal Opportunity Employment - Attachment "8"

TO BE SUBMITTED WITH BID

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

### CERTIFICATE

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

DATE: 06-15-23

Klodet Barkhosir  
CONTRACTOR

By: 

## Fingerprinting/Criminal Background Investigation Certification - Attachment "9"

TO BE SUBMITTED WITH BID

One of the three boxes below **must** be checked, with the corresponding certification provided:

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: 06-15-23

District Representative's Name and Title: Klodet Barkhosir, Financial Planning & Analysis Manager

District Representative's Signature: 

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: "Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."
- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:
- The installation of a physical barrier at the worksite to limit contact with pupils.
  - Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
  - Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 06-15-23

Name of Consultant: Crystal Creamery Inc.

Signature: 

Print Name and Title: Klodet Barkhosir, Financial Planning & Analysis Manager

## Certificate Of Independent Price Determination - Attachment "10"

TO BE SUBMITTED WITH BID

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


Crystal Creamery Inc.		
Name of Bidder		Name of SFA

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

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

\_\_\_\_\_

\_\_\_\_\_

Signature of Bidder's Authorized Representative 		Title <i>FPA A Manager</i>		Date <i>06-15-23</i>
---	--	-------------------------------	--	-------------------------

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

Signature of SFA's Authorized Representative		Title		Date
--	--	-------	--	------



## Certification And Disclosure Statements - Attachment "11"

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

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

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

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

### **Suspension and Debarment Certification**

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

### **Certification Regarding Lobbying**

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

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

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

### **Applicable to Both Certification Statements**

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

### **SFAs with Food Service Management or Consulting Contracts**

SFAs utilizing food service management or consulting companies **must** include both certification statements in all

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

#### Summary

- **Suspension and Debarment Certification**

1. The SFA must include this certification in all IFBs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by the contractor with executed contract and maintains it on file.

- **Certification Regarding Lobbying**

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of **Certification Regarding Lobbying**.)

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

## Suspension And Debarment Certification - Attachment "12"

TO BE SUBMITTED WITH BID

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

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

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

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

1. The prospective lower tier participant certifies, by submission of this bid, 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 bid.

Crystal Creamery Inc ,IFB No. 2023-24-02 Milk

Mountain View Whisman School District

Name of School

Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Klodet Barkhosir

Printed Name

Financial Planning & Analysis Manager

Title



Signature

06-15-23

Date



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

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
  1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  1. The prospective lower tier participant shall provide immediate written notice to the person to which this bid 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.
    1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," 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 bid is submitted for assistance in obtaining a copy of those regulations.
    1. 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.
    1. 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.
      1. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
      1. 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.
      1. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Certification Regarding Lobbying - Attachment "13"

TO BE SUBMITTED WITH BID


**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, Subgrants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds

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


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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:	Agreement Number:	
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:
OR		
Name of Vendor: Crystal Creamery Inc.		
Printed Name and Title: Klodet Barkhosir, Financial Planning & Analysis Manager	Signature: 	Date: 06-15-23

## Disclosure Of Lobbying Activities

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

<b>1. Type of Federal Action:</b> a. <input checked="" type="checkbox"/> contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. <input checked="" type="checkbox"/> bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. <input checked="" type="checkbox"/> initial filing b. material change  <b>For material change only:</b> Year ____ quarter ____  Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  ____ Prime ____ Sub awardee Tier____, if known:  Crystal Creamery Inc. 529 Kansas Ave. Modesto, CA 95351  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Sub awardee,</b> Enter Name and Address of Prime:  N/A.  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>  N/A.	<b>7. Federal Program Name/Description:</b> N/A. CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>  N/A.	<b>9. Award Amount, if known:</b> \$ N/A.	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  N/A.	<b>10. b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i>  N/A.	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b>  <b>Print Name:</b> Klodet Barkhosir <b>Title:</b> Financial Planning & Analysis Manager <b>Telephone No.:</b> 209-576-3400 <b>Date:</b> 06-15-23	
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

## Instructions For Completion Of Sf-LII, Disclosure Of Lobbying Activities

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

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

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

## Buy American Certification Form - Attachment "14"

### TO BE SUBMITTED WITH BID

Mountain View Whisman School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act 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% of the final processed product consists of agricultural commodities that were grown domestically.

Mountain View Whisman School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we Crystal Creamery Inc., certify that only domestic commodity or food/beverage products will be supplied to Mountain View Whisman School District unless otherwise mutually agreed upon and pre-approved by Mountain View Whisman School District.



06-15-23

Signature

Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Vallejo School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Vallejo School District and the vendor and documented.



## Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "15"

### TO BE SUBMITTED WITH BID

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

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


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

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

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

**OPTION #1: CERTIFICATION**

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

Vendor Name/Financial Institution (printed) Crystal Creamery Inc.	BTRC (or n/a) 84-3472126
By (Authorized Signature) 	
Print Name and Title of Person Signing Klodet Barkhosir, Financial Planning & Analysis Manager	
Date Executed 06-15-23	City Approval (Signature) (Print Name) Klodet Barkhosir

**OPTION #2: EXEMPTION**

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

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

## China Prohibition Certification - Attachment "16"

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we Crystal Creamery Inc., certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Mountain View Whisman School District for use in their school meal programs and paid for by federal funds.

Klodet Barkhosir, Financial Planning & Analysis Manager

Printed Name and Title of Person Signing



06-15-23

Signature

Date

**END OF IFB**

**ITEMIZED BID LIST - Attachment "17" TO BE SUBMITTED WITH PROPOSAL**

Vendor Name: \_\_\_\_\_

Item (i.e. Milk)	Description (i.e. sliced, organic)	Quantity	Preferred Pack/ Size	Brand Offered	Pack/Size Offered	Origin	Price Per Unit	Extended Price	Notes
Milk	1% Homogenized, Vitamin D, Paper Carton	200,000	8 oz. carton	Crystal	50pk/8oz	Modesto	0.3000	\$60,000	
Milk	1% Homogenized, Vitamin D, Paper Carton, Organic	50,000	8 oz. Carton	N/A	N/A	N/A	N/A	N/A	
Chocolate Milk	, Non-Fat (0%), Homogenized, No High Fructose Corn Syrup, Paper Carton	250,000	8 oz. Carton	Crystal	50pk/8oz	Modesto	0.3000	\$75,000	





IMS #: 06-053, 06-153, 06-253

**Crystal Creamery  
Food Safety Plan  
Fluid Milk and Milk Products**

QC.06.800

Document Number



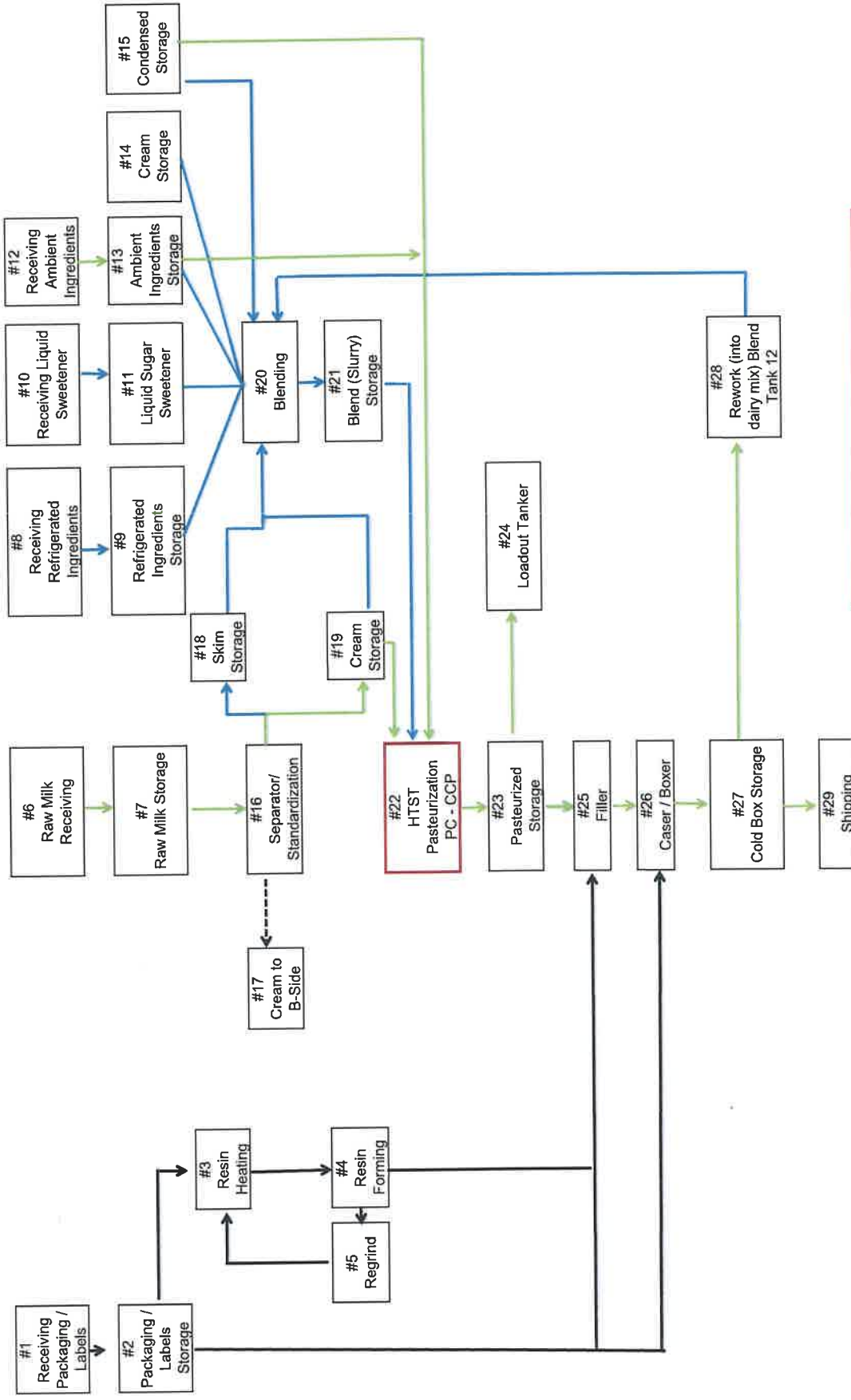
**Crystal Creamery  
Food Safety Plan - HARPC  
Fluid and Fluid Milk Products -06-253**

Manufacturing Location  
415 Kansas Avenue  
Modesto, CA 95351

Corporate Location  
529 Kansas Avenue  
Modesto, CA 95351

Approved by: \_\_\_\_\_

Date: 1/15/23




CCP - 1 HTST Pasteurization  
 1. White Milk - 161°F for 15 seconds\*  
 2. Flavored Milk (Chocolate), Cream, Half & Half, and Dairy Mixes - 166°F for 15 seconds\*  
 3. Egg Nog - 175°F for 25 seconds\*



Critical Control Point - Process Preventive Control - Pasteurization	
Control Step	22
Hazard	Biological- Pathogenic Microorganisms ( <i>Listeria monocytogenes</i> , <i>E. coli</i> , <i>Salmonella</i> , <i>Yersinia</i> , <i>Staphylococcus jejuni</i> , <i>Brucella</i> , and other lesser known organisms)
Critical limits	<p>1. White Milk - 161°F for 15 seconds*</p> <p>2. Flavored Milk (Chocolate), Cream, Half &amp; Half, and Dairy Mixes - 166°F for 15 seconds*</p> <p>3. Egg Nog - 175°F for 25 seconds*</p> <p>*Milk is typically pasteurized at 161°F for 15 seconds*. If the fat content of the milk product is ten percent (10%) or greater, or a total solids of 18% or greater, or if it contains added sweeteners, the specified temperature shall be increased by 3°C (5°F). Provided, that eggnog shall be heated to at least the following temperature and time specifications: 175°F for 25 seconds or 180°F for 15 seconds.</p> <p>*As defined by the Pasteurized Milk Ordinance</p>
Records	<p>Pasteurization Recording Chart</p> <p>CDFAs Quarterly Pasteurization Check</p> <p>CDFAs Pasteurizer Log Book</p>

Monitoring				
What	How	Frequency	Who	Corrective Actions
Time, Temperature, and Pressure	HTST Recording Chart	Continuous	CDFAs licensed pasteurizer operator	<p>Verify CDFAs seals are intact, perform required daily pasteurization system tests and records on the pasteurization recording chart.</p> <p>Do not continue to operate.</p> <p>Notify plant management.</p>
		Within 7 Working Days	Department Management	<p>Place affected product on hold for evaluation and disposition by QA.</p> <p>Review pasteurization charts and verify operator performed proper system checks.</p>
		Within 7 Working Days	PCQI	<p>Following an event, a complete CIP of the pasteurizer and all downstream equipment is required</p> <p>Verify during monthly audit that Plant Manager is reviewing pasteurization records correctly.</p>
		Quarterly	CDFAs Milk Specialist	CDFAs quarterly validation of pasteurization system.

	<b>CRYSTAL CREAMERY POLICY</b>	QC.10.131
	TITLE: Food Safety Plan Program	DOCUMENT NUMBER

**Purpose:**

The purpose of the Food Safety Plan is to ensure procedures are established for the protection of food safety and quality. The plan is developed using the HACCP method- a process of examining potential for food safety hazards and establishment of measures for control of identified hazards. To comply with the SQF Code Requirement, Crystal Creamery is required to demonstrate that it has applied the HACCP methodology to the development of the Food Safety Plan.

**Scope:**

The Food Safety Plan shall be prepared in accordance with the HACCP method and shall encompass all products and processes at Crystal Creamery. The SQF Practitioner must verify and validate the Food Safety Plan.

**Objective:**

The Food Safety Plan is designed to provide a process for attaining food safety and quality. Pre-requisite Programs are the foundation of the Food Safety Plan and are a requirement of the element. A hazard analysis is performed for each product and process step. In developing the Food Safety, Plan Crystal Creamery is required to demonstrate that it has followed the twelve steps of HACCP.

**Description:**

Process steps where pre-requisite programs do not prevent, eliminate, or reduce food safety hazards to safe levels are to be designated as Critical Control Points (CCP). Each CCP must have defined critical limit(s), identified monitoring tasks (who, what, how, how often), defined corrective actions, identified verification and validation steps, and records that are continuously maintained.

Crystal Creamery has identified the pasteurization process in each department (Milk and Milk Products, Buttermilk, Cottage Cheese, Sour Cream, Ice Cream, Butter, Powder, Juices and Flavored Drinks manufacturing) as a CCP and metal detection in Cottage Cheese, Sour Cream, Ice Cream, Butter and Powder.

The Critical Limits for Pasteurization are Time and Temperature. The Time and Temperature vary based on the type of product that is being pasteurized. Details of specific Time and Temperature can be found in each Department's specific HACCP Plan. These Critical Limits have been set forth in the Pasteurized Milk Ordinance (PMO) and they are enforced on a Quarterly Basis by the California Department of Food and Agriculture.

The Critical Limits for Metal Detection are the Ferrous, Non-Ferrous, and Stainless Steel Wands that are used. These wand sizes are determined by the Original Equipment Manufacturer (OEM) and vary at each Metal Detector. Each individual HACCP Plan details the specific wand sizes to be used on each individual line. Tasks associated with the food safety plan should be documented as work Standard Operating Procedures and appropriate staff should be trained in them. All staff shall be trained annually in HACCP and be accompanied by a quiz.

The Food Safety Plan establishes CCP's for product safety. Before full implementation, the SQF Practitioner must validate and verify that all critical limits in the Food Safety Plan have been met. On an annual basis, all metal detectors must be validated. The OEM of each metal detector shall calibrate each unit on an annual basis. Furthermore, metal detectors are verified on a daily basis by Crystal Creamery employees.

Pasteurizers are verified by the State of California on a Quarterly basis to ensure that the proper time and temperature is being reached. To a lesser degree, Pasteurizers are verified daily by Crystal Creamery licensed pasteurizer operators who verify that the temperatures of the indicating thermometer and recording thermometer are


IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	PAGE 1 of 2
11-19-12	12-07-22	Sumindar Kaur	QA Manager	

	<b>CRYSTAL CREAMERY POLICY</b>	QC.10.131
	TITLE: Food Safety Plan Program	DOCUMENT NUMBER

within one degree of each other, that the Cut-In and Cut-Out is functioning properly, and that all seals are in place. The time and temperature for each type of product has been validated through numerous studies and can be referenced in the Pasteurized Milk Ordinance (PMO) (see pages 91-93 in the 2019 PMO).

This Program is a summary of our Food Safety Plan. The Food Safety Plan is outlined in each Department's individual HACCP Plans. This is meant to give a brief overview of how Crystal Creamery addresses Food Safety. Specific Product Descriptions, Flow Diagrams, Hazard Analysis, and CCP Descriptions are documented and outlined in each department (Milk and Milk Products, Buttermilk, Cottage Cheese, Sour Cream, Ice Cream, Butter, Powder, Juices and Flavored Drinks manufacturing) HACCP Plans.

IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	PAGE 2 of 2
11-19-12	12-07-22	Sumindar Kaur	QA Manager	

	<b>CRYSTAL CREAMERY POLICY</b>	QC.10.613A
	TITLE: Product Recall and Crisis Management Policy	DOCUMENT NUMBER

**PURPOSE**

The purpose of the Product Recall and Crisis Management Policy is to ensure a process is established to address public health consideration in the event a product recall is initiated.

**SCOPE**

This policy applies to Crystal Creamery and Crystal Creamery facilities.

**RESPONSIBILITY**

The corporate Director of Food Safety and Quality is responsible for establishing the Product Recall and Crisis Management Policy. Department Managers/Supervisors are responsible for maintenance of the recall verification system (mock recall) and documentation.

**OBJECTIVE**

This Policy is designed to outline protocol:

- a. In the event a product recall is initiated for an identified product and lot code
- b. The occurrence of a catastrophic event impacting the facility

**REVIEW FREQUENCY**

This policy will be reviewed on an annual basis.

**DESCRIPTION**

Recall Authority-

The President/CEO is the only person with the authority to initiate an FDA Class I, II, or III recall and is the company designated media representatives.

Crisis Management Responsibility-

The following outlines responsibility, functions and duties:

Media Representative:

President/CEO

Facility Control:

Crystal Creamery - Plant Manager

Processing Evaluation:

Crystal Creamery - Department Managers, Quality Assurance


Corporate Director of Food Safety and Quality

Product Integrity/Quality:

Crystal Creamery - Quality Assurance Manager,

Corporate Director of Food Safety and Quality

IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	PAGE 1 of 3
11-27-21	11-09-22	Sumindar Kaur	QA Manager	

	<b>CRYSTAL CREAMERY POLICY</b>	QC.10.613A
	TITLE: Product Recall and Crisis Management Policy	DOCUMENT NUMBER

**Product Tracking/Trace-ability-**

Product tracking/Trace-ability is accomplished with the use of documented records:

- All products are coded with the date of manufacture and the plant code
- Production records document the production code for each product produced
- Production inventory records document the amount produced
- Bill of Ladings document each shipment- by item and code date

The ability to trace-forward (finished product to shipment location) and trace-back (finished product to ingredient/packaging receipt) is a requirement of product tracking/trace-ability.

**Reconciliation-**

Reconciliation requires accountability for all goods produced, remaining in inventory and shipped. Location or destination of shipped goods is required for notification purposes.

**Mock Recall-**

A mock recall will be conducted and documented at a minimum once every six months and will include:

1. Date
2. Product, item number, UPC
3. Product code and production date
4. Reason for recovery
5. Amount produced
6. Amount recovered or accounted for and rate
7. Start time, end time and total duration

The mock recall goal is to collect all of the above information in four hours or less.

**Recall Information-**

The following is required information for product tracking:

1. Food Safety concern
2. Product identification
3. Carton size
4. Product code
5. Product manufacture date or lot code information
6. Quantity produced
7. Plant number


**FDA RECALL INFORMATION**

When recalling a product, FDA can expect to be provided with the following information:

- Product identity
- Reason for the recall (Food Safety Recall Classification)
- Date and circumstances under which the defect was discovered
- Firm's evaluation of risk posed by product
- Amount of product produced and/or length of production run
- Estimate of amount of production in distribution
- Identity of direct accounts
- Proposed recall strategy
- Name and telephone number of contact person

IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE: 11-27-21	LAST REVISION DATE: 11-09-22	APPROVED BY: Sumindar Kaur	POSITION / TITLE: QA Manager	PAGE 2 of 3



	<b>CRYSTAL CREAMERY POLICY</b>	QC.10.613A
	TITLE: Product Recall and Crisis Management Policy	DOCUMENT NUMBER

FDA will review this information, classify the recall, suggest changes, if appropriate to the recall strategy and will list the recall in its weekly enforcement report.

**FDA RECALL PROTOCOL**

FDA will request a recall when it concludes that product presents a risk of illness or gross consumer deception, when the firm has not initiated a recall and a recall is necessary to protect public health.

Refusal to abide by FDA decision subjects the manufacturer/distributor to a full range of FDA enforcement remedies (injunction, seizure, criminal prosecution, publicity).

A firm may initiate for any reason, but the FDA view is that whenever a firm initiates a recall, the FDA should be promptly notified and notification sent to the FDA portal website.

**FDA RECALL CATEGORIES**

**Class I (emergency or life threatening)**

There is a reasonable probability that the use of, or exposure to a violative product may cause serious adverse health consequences or death. A Class I recall is the most serious and would require notification to all holders of the product including ultimate consumers via public warning through the press and media.

**Class II (priority or possibly life-threatening)**

Use of, or exposure to a violative product may cause temporary or medically reversible adverse health consequence, or where the possibility of serious adverse health consequence is remote. Class II recalls includes products having been misrepresented or deliberately adulterated. Recall usually extends only to the retail level.

**Class III (routine or remote hazard)**

Use of, or exposure to a violative product is not likely to cause adverse health consequence. It usually covers product where there is little hazard, but violates some specific regulation and; therefore, must be removed from market channels.

**MARKET WITHDRAWAL**

This applies to a product that is withdrawn for a quality defect that would not cause an adverse health consequence; and therefore, would not be subject to FDA jurisdiction or legal action. Market withdrawal is an internal non-regulated process.

IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	PAGE 3 of 3
11-27-21	11-09-22	Sumindar Kaur	QA Manager	





# CERTIFICATE OF LIABILITY INSURANCE

9/30/2023

DATE (MM/DD/YYYY)

9/30/2022

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

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

PRODUCER Lockton Insurance Brokers, Inc. 400 Capitol Mall Avenue, Suite 2600 Sacramento CA 95814 (213) 689-0550	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Hartford Fire Insurance Company	NAIC # 19682
	INSURER B : National Fire and Marine Insurance Co	20079
	INSURER C : Property and Casualty Ins Co of Hartford	34690
	INSURER D : Everest National Insurance Company	10120
	INSURER E :	
	INSURER F :	

**COVERAGES** FOSDA01      **CERTIFICATE NUMBER:** 19074944      **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	57 CSE S82101	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> <b>Comp Ded/750,000 \$</b> <input checked="" type="checkbox"/> <b>Stm Ded/750,000 \$</b> <input checked="" type="checkbox"/> <b>SIR</b>	N	N	57 CSE S82102	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	N	N	42-UMO-324544-01	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57 WN S82100	9/30/2022	9/30/2023	<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 Liab	N	N	XC1EX00809-221	9/30/2022	9/30/2023	\$15M x \$10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Evidence of Coverage

### CERTIFICATE HOLDER

### CANCELLATION

19074944  
Evidence-ONLY

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

AUTHORIZED REPRESENTATIVE

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## Finished Product Specification

QC.06.152

Crystal 1% Lowfat Milk

DOCUMENT NUMBER

### Description

Pasteurized Grade A 1% Lowfat Milk

### Ingredients

Nonfat Milk, Milk, Vitamin A Palmitate, Vitamin D3

### Physical Requirements

Butterfat: 0.9% - 1.1%  
Total Solids: Minimum of 11%  
Texture: Free flowing liquid  
Color: Uniform, creamy white  
Flavor: Clean sweet, typical lowfat milk with no off flavors

### Microbiological Requirements

Coliform: <10 cfu/gm  
Aerobic Plate Count: <15,000 cfu/gm  
Antibiotics: Negative

### Storage Requirements

Product should be shipped and stored 34°F to 40°F.

### Government Standard

Produced under the Food and Drug Administration Pasteurized Milk Ordinance (FDA PMO).

### Quality Assurance

Processed under HACCP manufacturing processes in a GFSI certified and FSMA compliant facility.

### Country of Origin

All dairy ingredients are sourced from California USA.

### Certifications

Kosher: Yes, Orthodox Union OU-D  
Organic: No  
Halal: No

### Safety Data Sheet (SDS)

This product is not hazardous as defined in the Code of Federal Regulations, Title 29, Section 1910.1200 and therefore does not require a published SDS.

### Lot Code Explanation

The expiration date is printed on the top of each bottle:  
Paper: "USE BY MM/DD/YYYY Filler HH:MM #06-253"  
Plastic: "MMM DD 06-253 Filler HH:MM"

### rBST Statement

The growth hormone rBST is not used to treat the milk-producing dairy cows.

### Bioengineered Statement

This product does not contain any ingredients that require packaging disclosure under the National Bioengineered Food Disclosure Standard.

### Nutrition Data

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 Cup (236 mL)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>120</b>
<b>% Daily Value*</b>	
<b>Total Fat</b> 2.5g	<b>3%</b>
Saturated Fat 1.5g	<b>8%</b>
Trans Fat 0g	
<b>Cholesterol</b> 15mg	<b>5%</b>
<b>Sodium</b> 110mg	<b>5%</b>
<b>Total Carbohydrate</b> 14g	<b>5%</b>
Dietary Fiber 0g	<b>0%</b>
Total Sugars 13g	
Includes 0g Added Sugars	<b>0%</b>
<b>Protein</b> 10g	
<b>Vitamin D</b> 2mcg	<b>10%</b>
<b>Calcium</b> 355mg	<b>25%</b>
<b>Iron</b> 0mg	<b>0%</b>
<b>Potassium</b> 490mg	<b>10%</b>
<b>Vitamin A</b> 90mcg	<b>10%</b>


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

### Prop 65 Statement

Crystal Creamery does not knowingly manufacture dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register. Crystal Creamery does not purchase ingredients or utilize materials in the production of food that are found on the California Proposition 65 register.

IMS Plant #: 06-253	Organic # 17395	Approval: Dave Heiss	Position: QA Analyst	
ORIGINATION DATE: 11-01-19	LAST REVISION DATE: 02-04-22	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com		PAGE 1 of 2

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	<b>Finished Product Specification</b>	QC.06.152
	Crystal 1% Lowfat Milk	DOCUMENT NUMBER

**Sample Label Images**



**Allergens**

Contains: Milk

Components and Derivatives	Present in Product	Present in other products manufactured on the same line	Present on other manufacturing lines in the same plant	Present at the same site*
Milk or Milk Products	Yes	Yes	Yes	Yes
Egg	No	Yes	Yes	Yes
Soy	No	Yes	Yes	Yes
Wheat (Gluten)	No	No	No	Yes
Peanuts	No	No	No	Yes
Tree Nuts	No	No	No	Yes
Fish or Derivatives	No	No	No	No
Shellfish & Crustaceans	No	No	No	No
Sulfites (>10ppm)	No	No	No	No

\* Three IMS plants operate at the Crystal Creamery Modesto site:

- 06-053 Butter and Powder Plant
- 06-153 Culture and Ice Cream Plant
- 06-253 Fluid Plant

**Packaging**

Size	Product #	UPC Code	Shelf Life
Half Pint Paper (8 oz)	160088	0 70910 00088 9	18 days
Quart Paper (32 oz)	160067	0 70910 00067 4	20 days
Half Gallon Paper (64 oz)	160060	0 70910 00060 5	20 days
Half Gallon Plastic (64 oz)	160062	0 70910 00062 9	20 days
Gallon Plastic (128 oz)	160010	0 70910 00010 0	20 days

IMS Plant #: 06-253	Organic # 17395	Approval: Dave Heiss	Position: QA Analyst	PAGE 2 of 2
ORIGINATION DATE: 11-01-19	LAST REVISION DATE: 02-04-22	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com		



## Finished Product Specification

QC.06.195

Crystal Fat Free Chocolate Milk

DOCUMENT NUMBER

### Description

Pasteurized Grade A Fat Free Chocolate Milk

### Ingredients

Nonfat Milk, Sugar, Cornstarch, Cocoa [Processed With Alkali], Salt, Carrageenan, Natural Flavor, Vitamin A Palmitate, Vitamin D3.

### Physical Requirements

Butterfat: 0.00% - 0.25%  
Total Solids: 13.00% to 14.00%  
Texture: Free flowing liquid.  
Color: Uniform, creamy chocolate.  
Flavor: Clean sweet, typical fat free chocolate milk with no off flavors.

### Microbiological Requirements

Coliform: <10 cfu/gm  
Aerobic Plate Count: <15,000 cfu/gm  
Antibiotics: Negative

### Storage Requirements

Product should be shipped and stored 34°F to 40°F.

### Government Standard

Produced under the Food and Drug Administration Pasteurized Milk Ordinance (FDA PMO).

### Quality Assurance

Processed under HACCP manufacturing processes in a GFSI certified and FSMA compliant facility.

### Country of Origin

All dairy ingredients are sourced from California USA.

### Certifications

Kosher: Yes, Orthodox Union OU-D  
Organic: No  
Halal: No

### Safety Data Sheet (SDS)

This product is not hazardous as defined in the Code of Federal Regulations, Title 29, Section 1910.1200 and therefore does not require a published SDS.

### Lot Code Explanation

The expiration date is printed on the top of each carton: "USE BY MMM DD YYYY HH:MM FILLER #06-253"

### rBST Statement

The growth hormone rBST is not used to treat the milk-producing dairy cows.

### Bioengineered Statement

This product does not contain any ingredients that require packaging disclosure under the National Bioengineered Food Disclosure Standard.

### Nutrition Data

Nutrition Facts	
1 serving per container	
Serving size 1 Cup (236 mL)	
Amount per serving	
<b>Calories</b>	<b>120</b>
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 170mg	7%
Total Carbohydrate 22g	8%
Dietary Fiber 0g	0%
Total Sugars 20g	
Includes 7g Added Sugars	14%
<b>Protein 9g</b>	
Vitamin D 2.5mcg	16%
Calcium 310mg	25%
Iron 0.4mg	2%
Potassium 410mg	8%
Vitamin A 150mcg	15%


### Prop 65 Statement

Crystal Creamery does not knowingly manufacture dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register. Crystal Creamery does not purchase ingredients or utilize materials in the production of food that are found on the California Proposition 65 register.

IMS Plant #: 06-253	Organic # 17395	Approval: Dave Heiss	Position: QA Analyst
ORIGINATION DATE: 08-13-19	LAST REVISION DATE: 02-08-22	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 1 of 2

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	<b>Finished Product Specification</b>	QC.06.195
	Crystal Fat Free Chocolate Milk	DOCUMENT NUMBER

**Label Image**



**Allergens**

Contains: Milk

Components and Derivatives	Present in Product	Present in other products manufactured on the same line	Present on other manufacturing lines in the same plant	Present at the same site*
Milk or Milk Products	Yes	Yes	Yes	Yes
Egg	No	Yes	Yes	Yes
Soy	No	Yes	Yes	Yes
Wheat (Gluten)	No	No	No	Yes
Peanuts	No	No	No	Yes
Tree Nuts	No	No	No	No
Fish or Derivatives	No	No	No	No
Shellfish & Crustaceans	No	No	No	No
Sulfites (>10ppm)	No	No	No	No

\* Three IMS plants operate at the Crystal Creamery Modesto site:

- 06-053 Butter and Powder Plant
- 06-153 Culture and Ice Cream Plant
- 06-253 Fluid Plant

**Packaging**

Size	Product #	UPC Code	Shelf Life
Half Pint Paper (8 FL OZ)	160114	0 70910 00114 5	18 days

IMS Plant #: 06-253	Organic # 17395	Approval: Dave Heiss	Position: QA Analyst	PAGE 2 of 2
ORIGINATION DATE: 08-13-19	LAST REVISION DATE: 02-08-22	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com		

**ITEMIZED BID LIST - Attachment "17" TO BE SUBMITTED WITH PROPOSAL**

**Vendor Name:**

<b>Item (i.e. Milk)</b>	<b>Description (i.e. sliced, organic)</b>	<b>Quantity</b>	<b>Preferred Pack/ Size</b>	<b>Brand Offered</b>	<b>Pack/Size Offered</b>	<b>Origin</b>	<b>Price Per Unit</b>	<b>Extended Price</b>	<b>Notes</b>
Milk	1% Homogenized, Vitamin D, Paper Carton	200,000	8 oz. carton	Crystal	50pk/8oz	Modesto	0.3000	\$60,000	
Milk	1% Homogenized, Vitamin D, Paper Carton, Organic	50,000	8 oz. Carton	N/A	N/A	N/A	N/A	N/A	
Chocolate Milk	, Non-Fat (0%), Homogenized, No High Fructose Corn Syrup, Paper Carton	250,000	8 oz. Carton	Crystal	50pk/8oz	Modesto	0.3000	\$75,000	