April 8, 2024

Nutrition Services Department
Attn: Operations Supervisor
840 S. Cluff Avenue
Lodi, CA 95240

RE: RFP#2024-09 Dairy Products

To whom it may concern,

We greatly appreciate the opportunity to bid on products for the Lodi Unified School District and we look forward to the opportunity to serve you.

The prices we have bid are based on February 2024 milk pricing, are bid upon the terms and conditions in RFP#2024-09 Dairy Products, 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,

Klodet Barkhosir
Finance Manager, FP&A
Crystal Creamery, Inc.

NUTRITION SERVICES

LODI UNIFIED SCHOOL DISTRICT

RFP # 2024-09
Dairy Products
REQUEST FOR PROPOSAL

Proposal Due Date

Tuesday, April 9, 2024, at 2:00 P.M.

REQUEST FOR INFORMATION

Last Day for Questions

Tuesday, March 26, 2024, at 2:00 P.M.

SUBMIT BIDS TO:

Lodi Unified School District
Nutrition Services
840 S. Cluff Avenue
Lodi, California 95240

received
4/9/24
8:18
LeeAnna Nava

April 9, 2024

Lodi Unified School District, Nutrition Services, received Dairy RFP#2024-09, from Crystal Creamery at 8:18 am on April 9, 2024

Lodi USD representative

LeeAnna Nava, Buyer



Crystal Creamery representative



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, audiotape, 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

This institution is an equal opportunity provider.

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Notice To Bidders

NOTICE IS HEREBY GIVEN that Lodi Unified School District of San Joaquin County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than Tuesday, April 9, 2024, at 2:00 P.M. proposals for the award of a contract for:

RFP # 2024-09 Dairy Products

Proposals will be received on or before the time and date stated above at the offices of:

Lodi Unified School District
Nutrition Services Department
840 S. Cluff Avenue
Lodi, California 95240

Proposals not received in the Department by the specified date and time will be returned unopened. Facsimile (FAX) and/or electronic copies of the proposal will not be accepted. Contracts will be awarded at a later date based on the most responsive, responsible bidder/vendor.

Each proposal must conform and be responsive to all pertinent Bidding and Contract Documents. Copies may be obtained from LUSDnutrition.org or the Nutrition Services office.

The contract will be awarded to the most responsive, responsible bidder/vendor based on the criteria noted in the proposal. The District reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The contract will be awarded based on a review and analysis of the proposals that determine which proposal best meets the needs of the District. Following the review and analysis of all responsive proposals, the District will make a recommendation to the Board of Education at its regularly scheduled meeting.

All questions regarding this RFP must be submitted by Tuesday, March 26, 2024, at 2:00 P.M. Send all questions to NS Buyer at nsbuyer@lodiusd.net reference **RFP #2024-09** in subject. No questions will be answered after the above-listed date and time: telephone and fax questions will not be answered. Responses to all questions will be posted at LUSDnutrition.org.

Advertising dates: March 5, 2024 and March 12, 2024

BASIC INFORMATION ABOUT LUSD AND NUTRITION SERVICES DEPARTMENT

The Nutrition Services Department at Lodi Unified School District (LUSD) is continually striving to provide healthy food options to its students. The Department views school meals as an essential component to student health, well-being, and future success.

Nutrition Services seeks to procure local products and works to connect our K-12 students with local food producers and educate our students about their food and what is served in the school meal program. We seek to promote participation in the school meal program by connecting our students with local food producers, serving more fresh fruits & vegetables, whole grains, and cooking from scratch, thereby improving student nutrition, reducing hunger, and preventing obesity and obesity-related diseases.

Lodi Unified serves approximately 8,000 breakfasts, 18,000 lunches, and 6,000 after-school meals every day to approximately 27,000 enrolled, K-12 students, with 71% eligible for free and reduced-priced meals. During the school year, we operate 38 full-service kitchens that feed 74 site locations throughout San Joaquin County.

A regular school year operates from August to June, Monday through Friday, except for legal or school holidays. The District is also involved in summer feeding programs and expanded learning programs. Therefore, it may be necessary to make deliveries to a limited number of school sites year-round.

SCOPE OF WORK

The LUSD is requesting a Request for Proposal (RFP) for the service and delivery of Dairy Products to multiple sites for programs that may include the School Nutrition Program (SNP) and Child Adult Care Food Program (CACFP). Fulfillment of orders with quantities requested, time, and manner of delivery are essential factors in proper performance. Proper temperatures shall be maintained in accordance with state and local requirements. Delivery vehicles must be able to accommodate site restrictions, including but not limited to, hand truck and pallet jack service.

This is a line-item RFP that will be awarded to one vendor. This RFP requests a monthly fixed price with allowable price adjustments, including both increases and decreases with documentation provided by CA Federal Milk Marketing Order No.51 (CAFMMO). For purposes of award review, the price quoted on the line-item form must be based on the **February 2024** CAFMMO pricing index. Pricing for plant-based milk and all juice flavors, 4oz cartons, must be firm for the entire RFP time period. All programs in LUSD must receive the same pricing, including all Pre-School, Child Care Programs, and Vended contracts. The awarded vendor shall submit a new price list prior to the start of each month that will be fixed pricing for the month indicated.

This agreement shall be effective from July 1, 2024, through June 30, 2025. This agreement, by mutual consent, may be extended in one-year increments until June 30, 2027.

Partial proposals or proposals listing items as a special order will not be accepted; such proposals will be considered non-responsive.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the proposal process.

Copies of the RFP documents may be obtained at LUSDnutrition.org. Refer any questions to NS Buyer using the subject line RFP 2024-09 Dairy, e-mail: nsbuyer@lodiusd.net Responses to all questions will be posted at LUSDnutrition.org.

Please fill out the Bidder Information Sheet and email it to NS Buyer to ensure receipt of addenda to this proposal.

INSTRUCTIONS TO BIDDERS

If you are participating in this Request for Proposal (RFP), please respond to the Bidder Information Sheet (Attachment C) so that you may be added to the bidder's list to receive addenda to this proposal.

No Request for Proposal (RFP) shall receive consideration by LUSD unless made in accordance with the following instructions:

1. Preparation of Request for Proposal (RFP)

LUSD is seeking a Request for Proposal (RFP) on the form attached to be submitted at such time and place as is stated in the Notice to Bidders. All blanks in the proposal form must be appropriately filled in, and all prices must be stated in figures. All prices and quotations must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the quotation. No oral, telegraphic, or telephone quotations or modifications will be accepted.

Bidder must insert case and unit price for each item. More than one case and unit price inserted for any one item may result in the rejection of the proposal unless alternate proposals are specifically requested.

Request for Proposal (RFP) must be submitted to the Nutrition Services Department in a sealed envelope with the bidder's name & address, RFP number, and name of RFP listed on the outside of the sealed envelope no later than the time and date specified. If not presented in person, the above envelope with all the above information must be sent in a separate envelope, sealed, within. Any RFP received after the due date and time will be returned to the bidder unopened. LUSD will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor.

Proposals must be addressed to: – Nutrition Services Department, Attention: Operations Supervisor, 840 S. Cluff Avenue, Lodi, CA 95240. Include the RFP number on the outside mail packaging.

Proposals not submitted in the format as instructed by this proposal may not be accepted. Addendums to this proposal, once filed, may be submitted in a sealed envelope only, and properly identified, prior to the due date and time.

2. Signature

The signature on the Request for Proposal (RFP) must be in ink to be considered acceptable. All Request for Proposals (RFP) must be signed only by an authorized contracting authority of the bidding entity. A signature is required in all designated places.

3. Bidders Responsibility

Before submitting a proposal, bidders shall carefully examine, and become familiar with the terms and requirements of the contract and proposal documents. Bidders shall fully inform themselves as to all existing

conditions affecting the performance of the contract and the cost of all work, materials, and equipment to perform all operations required within this request for proposal. Bidders shall ensure that unit cost and case cost are reflected in the bid. No allowance will be made because of a lack of such examination or knowledge on the part of the bidder.

5. Requests for Information

Any questions relative to this Request for Proposal (RFP) should be directed to NS Buyer at nsbuyer@lodiusd.net. Responses to all questions will be posted at LUSDnutrition.org.

6. Identification of the Bidder

Each proposal must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in the rejection of the bid.

7. Withdrawal of Request for Proposal (RFP)

Proposals may be withdrawn by written request, at any time before the due date. Request for Proposal cannot be corrected once submitted.

8. Acceptance or Rejection of Request for Proposal (RFP)

Lodi Unified School District reserves the right to reject any and all proposals or any portion or combination thereof, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interests of the District may require. Proposals that arrive after the due date and time will be returned to the bidder unopened.

9. Evaluation, Award of Contract and Notification

The contract will be evaluated and awarded to the most responsive and responsible bidder(s) using the Best Value Point System. Proposals will be evaluated on; competency, experience, service reliability, references, and compliance with all aspects of the specifications and price. Product samples should be submitted only upon request by LUSD. The District reserves the right, in its absolute discretion, to accept proposals, or any part of any proposal, and to make an award of contract(s) in the best interest of the District. Notification of award will be made by Notice of Award letter accompanied by signed contract, following Board approval of award of contract.

10. Evidence of Responsibility

Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualifications, competency, and responsibility to perform the proposed contract. The District may consider such evidence before making its decision to award the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the proposal. The District reserves the

right to reject the proposal of any vendor who has previously failed to perform properly or to complete on-time contracts of a nature similar to this project.

11. Pre-Award Conference

The apparent most responsive and responsible bidder may be required to attend a pre-award conference with District representatives, within five (5) calendar days of District request.

The purpose of the pre-award conference will be to discuss and evaluate the bidder's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the bidder possesses an understanding of the scope of the contract, including the service, insurance, and delivery requirements of the District. The decision of the District's representatives as to the ability of the bidder to successfully service this contract in accordance with the requirements shall be final.

12. Prices and Notations

The pricing methodology proposed must remain in effect for the term of the contract, including any annual extensions. The proposed pricing methodology will also be applied to any new products requested. New commercial food products shall be priced using the Bidder's landed cost. Landed cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. "F.O.B. Destination" to the District delivery location(s) specified on the District Delivery Site Location sheet. Prices should be stated in the units specified and bidders should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges. All freight charges must be included in the bid price. All pricing must include on-site offloading and inside delivery.

No fuel charges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

Unless otherwise specified, taxes shall not be included in the prices quoted. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school districts.

The agreement shall be effective upon award and purchases will be put into effect by means of purchase orders or suitable contract documents executed by the District. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price.

13. Quantities

The quantities indicated on the Line Item Specification Sheet are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be more or less than indicated herein.

14. Specifications and Acceptable Brands

The use of the name of a manufacturer or any special brand or make in the specifications is not intended to restrict bidders. The specification establishes the character or quality of the article desired, but the goods on which proposals are submitted must, in all cases, be equal in every particular way to the item specified and must clearly state the brand and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples shall be submitted as stated and in accordance with the proposal. If the brand offered as "equal" is not acceptable by the District as "equal" to the brand and product specified, the vendor must furnish one of the specified brands at the same price quoted in the original proposal submitted.

Any bidder offering a brand other than those specified shall furnish specification sheets, product information, and other pertinent literature with their proposal.

On all items where no brand names are indicated, bidders may offer products that will be subject to the District's evaluation. If the product offered is not acceptable by the District for the item as specified, the bidder must furnish an acceptable product at the same price quoted in the original proposal submitted.

15. Samples and Product Evaluation

On request, samples of the products being proposed shall be furnished free of cost to the District. Bidders may be required to demonstrate any item(s) proposed. The District reserves the right to reject the proposal of any bidder failing to submit samples or provide demonstrations as requested.

Product samples should be submitted only upon request by LUSD. Each sample shall be labeled with the RFP number, line-item specification number, bidder's name, and product code number. Samples shall be submitted directly to the Nutrition Services Department at the above address.

Failure to comply with sample and evaluation requirements may result in the bidder's disqualification for contract award.

Each item offered shall be subject to an evaluation process conducted by a representative group within the District. The decision of the District shall be final.

16. Nutritional Information

Bidders are required to provide complete product information sheets (cut sheets) for all products included in the proposal, indicating pack size, weight per unit, and nutritional analysis within 30 days of contract award. When bidding on an "equal to" item, product information sheets are required at the time the proposal is submitted. Product information sheets may be submitted in either hard copy or in electronic format. Proposals submitted without product information sheets will be rejected as non-responsive. Acceptable documents that meet this requirement are:

Product Formulation Statements (PFS), including:

1. Product name, code number, and serving size
2. Type and weight of creditable ingredient
3. Printed name and signature, title of company representative (this certifies that the information on the PFS is true and correct), and date signed (date must be current).

Child Nutrition (CN) Label

4. A voluntary federal labeling program that provides a warranty for CN-labeled products;
5. The contribution to the meal pattern is on the label in a special format;
6. Carries the CN logo with the contribution;
7. States the month and year of approval; and
8. The product identification number is assigned by USDA FNS.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients that contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, sesame, or soybeans.

Bidder shall notify the Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

17. USDA Final Ruling Plan

The USDA is in the process of finalizing a ruling on adjustments to nutritional standards, including updated regulations on added sugar and sodium. Respondents are to provide a USDA Final Ruling plan, detailing the plans to provide products upon potential regulation changes.

18. References

Bidder will provide three (3) current references from school districts or customers that require service to multiple sites, requiring weekly and/or multi-weekly deliveries. These references must include the entity's name, name and title of the contact person, phone number, email address, and number of delivery locations. At least two of the three references provided must be from school districts within California comparable in size to LUSD. Please complete the Distributor Statement and return it with RFP submission.

19. Other Items

This Request for Proposal (RFP) does not cover all products that may be used during the school year and the District reserves the right to acquire from other sources whenever an item does not conform to specifications or perform to standards or meet quantities and quality as outlined. We reserve the right to add and delete items based on declining meal participation and student preferences.

GENERAL CONDITIONS

1. Agreement Period

This agreement shall be effective from July 1, 2024, through June 30, 2025. This agreement, by mutual consent, may be extended in one-year increments until June 30, 2027.

2. Assignment of Contract

The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the obligation to perform the contract or nay rights accruing thereunder or any power to execute the same without prior consent in writing from LUSD. Notice is hereby given that LUSD will not honor any assignment made by the bidder unless consent in writing, as indicated above, has been given.

3. Ability to Supply

Quote prices only if the merchandise can be obtained and delivered at the specified time. Item bid shall be considered binding. LUSD shall have the option to collect a default penalty of (a) ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or (b) the difference between the bid price value and the cost of identical items obtained by quotation through another vendor. Strikes, Acts of God, and similar causes not under the control of the bidder will be considered exempt from this default provision. This is intended only as a last recourse and not as a deterrent to bidders. Bidders should confirm their inventories and suppliers before bidding.

4. Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

5. Emergency Procurement

LUSD reserves the right to source elsewhere if the awarded bidder cannot hold to the current contract language, including but not limited to pricing. Replacement products may include different flavor profiles, sizes or packaging, bulk, or IW without constituting a product change in order to meet the needs of the Child Nutrition Program in a shortage or emergency.

6. Pricing

For purposes of award review, the price quoted online item form must be based on the CA Federal Milk Marketing Order No.51 (CAFMMO) pricing index for March 2024. Pricing for plant-based milk and all juice flavors, 4oz cartons, must be firm for the entire RFP time period. All programs in LUSD must receive the same

pricing, including all Pre-School, Child Care Programs, and Vended contracts. The brand of the product quoted must be stated online item sheet.

The awarded vendor shall submit a new price list prior to the start of each month that will be fixed pricing for the month indicated. Monthly price changes must be supported by documentation provided to the dairy from the CAFMMO.

Quote a per case delivered cost for all items listed on the Proposal Worksheet. Provide prices for the items only as specified on the Proposal Worksheet. Equal products may be offered that meet the same specifications as those listed. Product information sheets are required for all 'equal to' products and must be submitted with the Proposal. Samples of all 'equal' to products may be requested.

Additional Items: May be added to the Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

7. Invoices

Invoices shall contain the following information: purchase order number, delivery location, item number, item description, quantity, unit price, extended totals, Value Pass Through, other applicable discounts for items delivered, and point of origin as requested. Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by LUSD. Terms are net 60. All invoices and monthly statements must be sent to NSpayables1@lodiusd.net. A legible delivery discrepancy receipt shall be left at the site in the case of damaged, returned, or shorted items. Credits shall be issued within 30 days.

8. Reports

The Chosen Vendor shall produce digital monthly and year-end velocity reports, for all Dairy pricing, in Excel, CSV or Google Sheets (not PDFs or scans). Reports shall be uploaded to an on-demand digital portal or cloud-based space with an email notification to Nutrition Services (NSpayables1@LODIusd.net) by the fifth day of the following month. Reports must contain the following: item name, item code, manufacturer, manufacturer code, pack size, country of origin, quantity purchased, and item price. Detailed reports in different formats may be requested at any time.

9. Orders

Orders will be issued directly to the distributor by Nutrition Services staff. Orders shall be placed as the product is needed. All orders shall be delivered directly to the individual sites or LUSD Central Warehouse, as listed on the Delivery Site Location Sheet, as mutually agreed upon within time parameters.

10. Inspection and Acceptance

Inspection and acceptance of all items shall be at the destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the vendor at no cost to LUSD. Failures to replace items not meeting the bid specifications and/or defective items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.

11. Delivery

The LUSD shall have the power and authority to reject any and all materials furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specification or equal in every respect to the

proposal or to the sample submitted by the vendor. All articles so rejected shall be promptly removed from the premises at the vendor's expense. No brand substitutions will be accepted without prior approval from the District.

Fluid products shall be delivered in 13 x 13 x 11" crates, holding no more than 50 containers.

The time and manner of delivery are essential factors in proper performance under the contract. All items shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip that bears the relevant District purchase order number. Delivery vehicles must be able to accommodate site restrictions, including but not limited to, hand truck or pallet jack service.

Proper product temperatures shall be maintained in accordance with state and local requirements, at all times, up to the time of delivery, whether in storage or in transit. Evidence of temperature monitoring must be produced upon request by the District. Cases in which cartons are stacked and delivered shall be reusable plastic and steam cleaned regularly to remove any traces of spoiled milk or other debris that might collect bacteria.
All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver. Using FIFO, the delivery driver will be responsible for rotating milk products at each site, each time a delivery is made. Milk crates will be stacked no higher than six crates high (five full + one empty) inside walk-in refrigerators. The vendor shall pick up all empty milk crates when milk is delivered.

A list of delivery locations and delivery times is included in RFP. Awarded vendor will be required to make direct deliveries to approximately 57 sites. Sites require 2-5 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries to school kitchens must be made within the hours agreed upon unless arranged otherwise. Dark stops are not permitted. Failure to deliver milk in time for serving on any given day will result in the successful vendor paying the reimbursement rate for all meals served without milk. Deliveries must be made to each individual site in a timely manner to accommodate the start of the new school year, holidays, and the return from the three (3), two (2) week breaks.

For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the District.

LUSD reserves the right to add or remove delivery site locations at any time during the period of the contract. Delivery times/days may be negotiated as needed.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and delivery times is included. Deliveries to school kitchens must be made within the hours agreed upon unless arranged otherwise. Dark stops are not permitted.

12. Cloud-Based System

Upon product delivery at District site locations, the distributor is to provide a digital platform in which the district staff can digitally sign and date for receipt of the product. This signage, receipt, and invoice shall then be made available to the District via an on-demand digital portal or cloud-based space.

13. Minimum per Delivery

Utilizing the attached Distributor Statement, please give minimum quantities and lead times for site deliveries. All minimums must be listed, if not listed, no minimum will be considered. Minimums may be expressed in the terms of number of cases of combined items or minimum dollar value per drop. If minimum quantities and lead times are not a condition of bid pricing, please state.

14. Labeling and Dating

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients that contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, sesame, or soybeans.

The vendor shall notify Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department. Failure to provide notification to Nutrition Services regarding product label changes may result in attenuation of the contract. Cases of product shall be clearly and legibly labeled with product name, code, and weight. All items are required to carry legible, open code dating on each package, carton, pouch, box, or case. If the code is encrypted, the District may request that the vendor provide a key from the manufacturer to decode information. Code dates will be monitored, products close to expiration dates will not be accepted and credit shall be issued.

15. Food Safety

HAACP Program: Vendor must have a documented HACCP program that includes an established Standard Operating Procedure (SOP) for recall traceability. A complete copy of the program must be available upon request. Any changes to the vendor's HACCP plan must be communicated to LUSD upon implementation of changes. Failure to provide a plan change may result in the termination of the contract. Bidder shall include a copy of their Processed Food Registration (PFR), issued by the Food and Drug Branch (FBD) compliant with California law. Products shall arrive from suppliers that have passed a third-party audit verification of USDA Good Agricultural Practices (GAP) and/or USDA Good Handling Practices (GHP).

Product Traceability: The vendor must be able to accurately demonstrate its traceability system and capabilities as related to recalls upon request. In the event of a product recall, the District requires notification within the same business day that the distributor receives any product recall/hold information. A complete list of district sites that have received the item(s) in question is required, as well as the delivery date(s) that apply. Upon notification, the vendor is required to communicate to the District the disposal method necessary per recall instructions and incur the costs.

16. Product Substitution and Discontinued Items

The District will not allow substitutions in quality or quantity without prior approval from the Nutrition Services Department to qualify for payment. In the event the vendor is unable to deliver an item as specified in this contract, notification of shortage must be made orally, or via email (NSpayables1@LODIusd.net) at least 24 hours prior to scheduled delivery to the Nutrition Services Department.

When substitutions do occur, the vendor shall provide nutritional statements and ingredient listings of the replacement product to the Nutrition Services Department. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the sites, at no additional charge to the District. Authorization of a substitute product shall be at the sole discretion of the District.

In the event an item awarded under this contract is discontinued, the vendor is required to notify the Nutrition Services Department immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it equals or exceeds the specifications of the

original item. Written documentation from the manufacturer of product discontinuation shall be submitted directly to the Department. The vendor may not discontinue any items from inventory which are not discontinued by their manufacturer, without providing advance written notification and receiving District approval for discontinuation.

The vendor shall notify the Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided prior to shipment.

17. Warranty

The Vendor agrees that all items furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor provides any customer for such items and that the rights and remedies provided herein are in addition to any other provision of this Agreement.

18. Insurance Requirements

The successful bidder(s) shall maintain insurance adequate to protect them from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. Also, the bidder must file proof of such insurance, naming LUSD as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to LUSD of a comprehensive general liability insurance policy providing $1,000,000 per occurrence and $3,000,000 aggregate coverage to be in effect during the term of the contract. Failure to furnish such evidence and insurance may be considered a default by the bidder(s).

19. Indemnification and Hold Harmless

The vendor agrees to hold harmless, defend, and to indemnify the District from every claim or demand which may be made by reason of:

Any injury to person or property sustained by the vendor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with the work, however, caused; and

Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the vendor or any other person, firm, or corporation directly, or indirectly employed by them upon or in connection with the work, whether they said injury or damage occurs upon or adjacent to the work; the vendor at their own cost, expense, and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

Vendor shall defend, indemnify, protect, and hold harmless LUSD and its agents, officers, and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by vendor's failure to comply with all of the requirements contained in Education Code section 45125 .1, including, but not limited to, the requirement prohibiting vendor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122 .1.

20. Prevailing Law

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this request for proposal, and b) state or federal law or regulations, the latter shall prevail. Additionally, all items and equipment to be supplied or services

to be performed under the bid and contract shall conform to all applicable requirements of local, state, and federal law.

21. Right to Cancel or Default

The District may cancel the contract at any time if the vendor refuses or fails to perform all or any part of its obligations under the contract or the bid documents. The District shall provide the vendor with a thirty-calendar day's written notice of such cancellation. Should the District exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel and the District may purchase said goods, supplies, and/or services elsewhere.

22. Piggyback Clause

For the term of the Contract and any mutually agreed extensions pursuant to this Request for Proposals, at the option of the vendor, other school districts within the State of California may purchase identical products upon the same terms and conditions pursuant to Sections 20118 (K-12) of the Public Contract Code.

School Districts participating in this bid shall be responsible for obtaining approval from their Board(s) of Education or other approving body of authority when necessary and shall hold the Lodi Unified School District harmless from any disputes, disagreements, or actions which may arise as a result of using this bid.

The LUSD waives its right to receive payment and authorizes each district to make payment and place orders directly to the successful Bidder.

23. Governing Law

This contract shall be construed in and governed under and by the laws of the State of California. All proposals submitted by any bidder/vendor will become the permanent property of the District and retained as required and are subject to being publicly disclosed under California regulations.

24. Disclosure

The vendor shall note any and all relationships that might be a conflict of interest and include such information with the proposal.

25. Protest Procedures

All protests shall be in writing and be delivered to the LUSD, 1305 E. Vine Street, Lodi, CA 95240, with attention to Leonard Kahn, Chief Business Officer. A protest of an award shall be filed within ten days of the Award Notification Letter date.

Only a bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit a protest.

A protest shall include:

_ The name, address, and telephone number of the protestor;

_ The signature of the protestor or an authorized representative of the protestor;

_ Identification of the proposal and the RFP#;

_ A detailed statement of the legal and factual grounds of the protest including copies of relevant

documents;

_ The form of relief requested

Protest procedures can be located under the Board of Education tab on the LUSD website at LUSDnutrition.org Reference: Series 3000 - Business and Non-Instructional Operations, Board Policy & Rule #3311.

26. Code of Conduct

The rules and responsibilities of, or proper practices for the officers, employees, or agents engaged in the selection, awards, and administration of contracts can be located under the Board of Education tab on the LUSD website at LODIusd.org. Reference: Series 3000 - Business and Non-Instructional Operations, Board Policy #3315.

27. Buy American Provision

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Per SP 38-2017 Vendor will be required to provide certification of the domestic percentage of the agricultural food components of commodities and products. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the Nutrition Services Buyer, in advance of delivery.

That request must include:

A. Alternative substitute(s) that are domestic and meet the required specifications:
    i. Price of the domestic food alternative substitute(s); and
    ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered
B. Reason for exception: limited/lack of availability or price (include price):
    i. Price of domestic food product; and
    ii. Price of the non-domestic product that meets the required specification of the domestic product:
    iii. Documentation of lack of availability

28. Equal Opportunity Employment Act of 1975

The LUSD policy is in firm support of the provisions of the Equal Opportunity Act of 1975. LUSD, therefore, must be assured by the successful Vendor in this bid that it is an equal opportunity employer according to the provisions of the Act.

29. Anti-Discrimination

The Governing Board of the Lodi Unified School District has adopted an Affirmative Action Program for equal employment opportunities for all school district purchasing contracts. The Contractor shall familiarize themselves with these requirements and is to consider them as a binding part of the contract.

30. Clean Air/Clean Water Statement

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 15857(h) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bidder will immediately notify the District of the receipt of any communication indicating that any of the Bidder's facilities are under consideration to be listed on the EPA List of Violating Facilities.

31. Required Forms and Certifications

The following forms must be completed, signed, and returned with the Request for Proposal.

- Non-Collusion Affidavit: Per Public Contract Code 7106
- Alcohol and Tobacco Free Campus Policy: Per LUSD Board Policies #3513.3 & #4020
- Drug Free Workplace Certification: Per California's Drug-Free Workplace Act of 1990
- Employment Clearance Certification: Per Ed Code 45125.1 - A CA DOJ background clearance certification is required for all school district employees and employees of outside contractors before they are permitted on any school site.
- Debarment Certification: Per CFR 3017.510 - A Certification Regarding Debarment must be completed for all contracts over $100,000.
- Lobbying Certification: Per CFR 7.3018 – A Lobbying Certification and Disclosure must be completed for all contracts $100,000 and over.
- Iran Contracting Act Certification: Per Public Contract Code 2200-2207– A Certification and Disclosure must be completed for all contracts $1,000,000 and over.
- Certification of Independent Price Determination: Per California Department of Education, Nutrition Services Division.

DELIVERY SITE LOCATIONS

PRIMARY SCHOOL LOCATIONS	ADDRESS	CITY	ZIP	DELIVERY TIME
Ansel Adams Elementary	9275 Glacier Point Drive	Stockton	95212	6:00am-12:00 pm
Beckman Elementary	2201 Scarborough Drive	Lodi	95240	6:00am-12:00 pm
Borchardt Elementary	375 Culbertson Drive	Lodi	95240	6:00am-12:00 pm
Clairmont Elementary	8282 Lemans Avenue	Stockton	95210	6:15am-12:00 pm
Creekside Elementary	2515 Estate Drive	Stockton	95209	6:00 am-12:00 pm
Davis Elementary	5224 E. Morada Lane	Stockton	95212	6:30 am-12:00 pm
Heritage Elementary	509 E. Eden Street	Lodi	95240	6:00 am-7:00 am
Houston Elementary	4600 Acampo Road	Acampo	95220	6:00 am-12:00 pm
Lakewood Elementary	1100 N. Ham Lane	Lodi	95240	6:15 am-12:00 pm
Larson Elementary	2375 Giannoni Way	Lodi	95242	6:15 am-12:00 pm
Lawrence Elementary	721 Calaveras Street	Lodi	95240	6:00 am-12:00 pm
Live Oak Elementary	5099 E. Bear Creek Road	Lodi	95240	6:30 am-12:00 pm
Lockeford Elementary	19456 N. Tully Road	Lockeford	95237	6:00 am-12:00 pm
Julia Morgan Elementary	3777 A.G. Spanos Boulevard	Stockton	95209	6:15am-12:00 pm
Mosher Elementary	3220 Buddy Holly Drive	Stockton	95212	6:30 am-12:00 pm
John Muir Elementary	2303 Whistler Way	Stockton	95209	6:30am-12:00 pm
Needham Elementary	420 S. Pleasant Avenue	Lodi	95240	6:00 am-12:00 pm
Nichols Elementary	1301 S. Crescent Avenue	Lodi	95240	6:15am-12:00 pm
Oakwood Elementary	1315 Woodcreek Way	Stockton	95209	6:15am-12:00 pm
Parklane Elementary	8405 Tam O'Shanter Drive	Stockton	95210	6:30am-12:00 pm
Podesta Ranch Elementary	9950 Windmill Park Drive	Stockton	95209	6:15am-12:00 pm
Reese Elementary	1800 W. Elm Street	Lodi	95242	6:15am-12:00 pm
Manlio Silva Elementary	6250 Scott Creek Drive	Stockton	95219	6:00am-12:00 pm
Sutherland Elementary	550 Spring River Circle	Stockton	95210	6:30am-12:00 pm
Vinewood Elementary	1600 W. Tokay Street	Lodi	95242	6:00am-12:00 pm
Wagner Holt Elementary	8778 Brattle Place	Stockton	95209	6:00am-12:00 pm
Washington Elementary	831 W. Lockeford Street	Lodi	95240	6:00am-12:00 pm
Westwood Elementary	9444 Caywood Drive	Stockton	95210	6:00am-12:00 pm

DELIVERY SITE LOCATIONS

SECONDARY SCHOOL LOCATIONS	ADDRESS	CITY	ZIP	DELIVERY TIME
Bear Creek High	10555 Thornton Road	Stockton	95209	6:30am-12:00 pm
Lodi High	3 S. Pacific Avenue	Lodi	95242	6:30am-12:00 pm
Ronald E. McNair High	9550 Ronald E. McNair Way	Stockton	95210	6:30am-12:00 pm
Tokay High	111 Century Boulevard	Lodi	95240	6:30am-12:00 pm
Delta Sierra Middle	2255 Wagner Heights Road	Stockton	95209	6:00am-12:00 pm
Lodi Middle	945 S. Ham Lane	Lodi	95242	6:00am-12:00 pm
Morada Middle	5001 E. Eastview Drive	Stockton	95212	6:30am-12:00 pm
Christa McAuliffe Middle	3880 Iron Canyon Circle	Stockton	95209	6:30am-12:00 pm
Millswood Middle	233 N. Mills Avenue	Lodi	95242	6:00am-12:00 pm

DELIVERY SITE LOCATION	ADDRESS	CITY	ZIP	DELIVERY TIME
District Warehouse	851 S Guild Avenue	Lodi	95240	6:30 am-12:30 pm
Central Operations Kitchen	840 S Cluff Avenue	Lodi	95240	5:30am-12:00 pm

LUSD reserves the right to add or remove delivery site locations at any time during the period of the contract. Delivery times/days may be negotiated as needed.

Bidder's Checklist

RFP# 2021-04 Dairy Products

Bidder Crystal Creamery Inc.

The following documents must be signed and included in bidder's sealed bid package, and submitted no later than 2:00 pm on May 9, 2023 to the Nutrition Services Department, at Lodi Unified School District, Nutrition Services Department, 840 South Cluff Avenue, Lodi, California 95240.

Check below to indicate that the documents are included in your bid package

Required Documents

- ☑ Bidder's Checklist
- ☑ Bidder Information Sheet
- ☑ Distributor Statement
- ☑ Non-Collusion Declaration
- ☑ Alcoholic Beverage & Tobacco Free Campus Policy
- ☑ Certificate Drug Free Workplace
- ☑ Notice to Contractors – Department of Justice Clearance
- ☑ Suspension and Debarment Certification
- ☑ Certification Regarding Lobbying
- ☑ Disclosure of Lobbying Activities
- ☑ Iran Contracting Act Certification, if applicable
- ☑ Authorized Vendor Signature
- ☑ Addendum Acknowledgement, if applicable
- ☑ RFP Line Item

I verify that the documents listed above are included in the RFP packet

Authorized Signature

04-05-24

Date

Submit this Bidder's Checklist with your RFP documents.

Failure to submit this required checklist and documents may deem your RFP as non-responsive.

NUTRITION SERVICES

LODI UNIFIED SCHOOL DISTRICT

Bidder Information Sheet

Lodi Unified School District Bids/Proposals are available on-line. If you have downloaded or received an invitation to submit via e-mail a Bid/Proposal, you are required to e-mail the following information to nsbuyer@lodiusd.net so that you may be added to the bidders list to receive addenda to this proposal.

Attention: Buyer at Nutrition Services

E-mail: nsbuyer@lodiusd.net

Re:

LUSD RFP# RFP# 2024-09 Dairy Products

Name: Klodet Barkhosir

Title: Financial Planning & Analysis Manager

Organization: Crystal Creamery Inc.

Street Address: 529 Kansas Ave.

City: Modesto

State/Zip Code: CA 95351

Work Phone: 209-576-3400

Fax: N/A.

E-mail: FFDPricing@crystalcreamery.com

Attachment C

DISTRIBUTOR STATEMENT

DISTRIBUTOR INFORMATION

1. What is your lead time required for an order?
   48 Hours.
2. Please state your minimum delivery amounts (case quantity, weight, etc.)
   No minimum.
3. Please explain your 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.
4. What is your procedure for notifying customers of shortages?
   Our customer service and sales representatives will be in close communication with Lodi Unified School District in case of shortages and if any substitutions.
5. Do you have a documented HACCP plan that includes a Standard Operating Procedure for recall traceability?
   Check: Yes _X_ or No _____
6. What is your procedure for notifying customers of a product recall?
   Our customer service representative and sales representative will be in close communication with Lodi Unified School District in case of product recall.
7. Has your firm backed out of a distribution contract to a school district(s) within the last 2 years? If so, please explain. No.
8. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, please explain. No.
9. Briefly describe your Food Defense plan.
   Please see attached document on our Food Safety Plan.
10. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? 50+.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	Crystal Creamery Inc.
Signature of Company Official	
Name of Signer	Klodet Barkhosir
Title of Signer	Financial Planning & Analysis Manager
Date	04-05-24

DISTRIBUTOR STATEMENT

REFERENCES

Please submit three (3) references from current school district or customers.

Reference #1

School District/Customer	Tracy Unified School District
Contact Person & Title	Brandy Campbell, Director of Food Services
Telephone Number	209-830-3255
Email address	bcampbell@tusd.net

Reference #2

School District/Customer	Modesto Unified School District
Contact Person & Title	Criss Atwell, Senoir Director Nutrition Services
Telephone Number	209-550-3300
Email address	Atwell.C@monet.k12.ca.us

Reference #3

School District/Customer	Stockton Unified School District
Contact Person & Title	Ann Haley, Operations Manager
Telephone Number	209-933-7015 Ext. 2274
Email address	ahaley@stocktonusd.net

Must be submitted with RFP

NON-COLLUSION DECLARATION

TO BE EXECUTED BY AND SUBMITTED WITH BID

I, Klodet Barkhosir , declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

04-05-24

Date

Crystal Creamery Inc.

Name of Vendor

Klodet Barkhosir, Financial Planning & Analysis Manager

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

This form must be submitted with RFP

Attachment E

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

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, in District-owned or leased buildings, on District property and in District vehicles.

LUSD Board Policy 3513.13 & 4020

DATE: 04-05-24

CONTRACTOR: Crystal Creamery Inc.

BY: _____

Authorized Signature

This form must be submitted with RFP

Attachment F

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

a) publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) the availability of drug counseling, rehabilitation and employee-assistance programs; and
   4) the penalties that may be imposed upon employees for drug abuse violations;

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning the prohibition of controlled substance at the workplace,

a) establish a drug-free awareness program, and

b) require each employee engaged in the performance of the contract be given a copy of the statement required by Section8355(a) and require such employee agree to abide by the terms of that statement.

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

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

DATE: 04-05-24

CONTRACTOR: Crystal Creamery Inc.

BY: _____
Authorized Signature

This form must be submitted with RFP

Notice to all Contractors and Subcontractors

Employment Clearance - Department of Justice

Background Clearance is required for all school district employees and employees of outside contractors before they are permitted on any school site.

The following information is a summary of legal provisions regarding employment processing of fingerprint cards through the California Department of Justice ("CDOJ"). [Education Code 45125.1.]

OUTSIDE CONTRACT SERVICES - EMPLOYEES OF ENTITIES, REQUIREMENTS

1. Requires CDOJ clearance for employees of defined outside contractors (entity). (EC45125.1a.)
2. Requires entity to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (EC45125.1f.)
3. An entity having a contract as specified shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a felony. (EC45125.1g.)
4. The entity shall provide a list of names of its employees who may come in contact with pupils to the governing board of the school district.

The above requirements apply to all contractors and subcontractors providing services to the Lodi Unified School District.

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID CERTIFICATE

I hereby certify that my company Crystal Creamery Inc. is in compliance with the above requirements of Education Code section 45125.1. I have attached a list of employees from my company who may come in contact with pupils at any school site. None of these employees have been convicted of a felony.

Authorized Signature

04-05-24

Date

This form must be submitted with RFP

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Lodi Unified School District	RFP# 2024-09 Dairy Products
Name of School Food Authority	Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Klodet Barkhosir	Financial Planning & Analysis Manager	04-05-24
Printed Name	Title	Signature Date

Attachment I

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

OR

Name of Food Service Management or Food Service Consulting Company: Crystal Creamery Inc.		
Printed Name and Title: Klodet Barkhosir, Financial Planning & Analysis Manager	Signature:	Date: 04-02-24
Name of School Food Authority: Lodi Unified School District		Agreement Number: RFP# 2024-09 Dairy Products

Attachment J

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1.Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	a. Bid/offer/application b. Initial award c. Post-award	a. Initial filing b. Material change **FOR MATERIAL CHANGE ONLY:** Year: _____ Quarter: _____

3. Name and Address of Reporting Entity:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Crystal Creamery Inc. 529 Kansas Ave. Modesto, CA 95351 Prime Subawardee Tier _____, if known Congressional District, if known:	N/A. Congressional District, if known:
• Federal Department/Agency: N/A.	• Federal Program Name/Description: N/A. CFDA Number, if applicable:
• Federal Action Number, if known: N/A.	• Award Amount, if known: $ N/A.
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): N/A.	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A.
(attach Continuation Sheet(s) if necessary)	
• Amount of Payment (check all that apply): N/A. $_____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred N/A.

Attachment K

• **Form of Payment (check all that apply):** **Cash** **In-kind; specify:** N/A. **Nature** _____ **Value** _____	**Other; specify:** _____ N/A.
• **Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:** N/A. **(Attach Continuation Sheet(s) SF-LLL-A, if necessary)**	
15. Continuation Sheet(s) SF-LLL-A attached: Yes **No**	
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Klodet Barkhosir **Title:** Financial Planning & Analysis Manager **Telephone No:** (209) 576-3400 **Date:** 04-05-24
Federal Use Only:	**Authorized for local reproduction** **Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. **Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**
2. **Identify the status of the covered Federal action.**
3. **Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**
4. **Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.**
5. **If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.**
6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**
7. **Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**
8. **Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."**
9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.**
10. **(a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.**

    (b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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

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

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

MUST BE SUBMITTED WITH BID PROPOSAL IF BID AMOUNT IS $1,000,000 OR MORE

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

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

OPTION #1 - CERTIFICATION

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

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

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
Crystal Creamery Inc.	84-3472126
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*
Klodet Barkhosir, Financial Planning & Analysis Manager	04-05-24

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.
If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

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

Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Name: Klodet Barkhosir

Title: Financial Planning & Analysis Manager

Company: Crystal Creamery Inc.

Federal Tax ID Number: 84-3472126

Address: 529 Kansas Ave.

City, State, Zip: Modesto, CA 95351

Phone Number: 209-576-3400

Fax Number: N/A.

Email: FFDPricing@crystalcreamery.com

Signature

04-05-24

Date

This form must be submitted with RFP

Attachment M

Addendum Acknowledgement

Addenda – This bid is submitted with respect to the changes to the contract included in addendum number/s (fill in number/s if addenda have been received.)

Addendum No. ___	Dated _____
Addendum No. ___	Dated _____
Addendum No. ___	Dated _____
Addendum No. ___	Dated _____
Addendum No. ___	Dated _____

Warning: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this bid may be rejected.

Crystal Creamery Inc.
Company Name

04-05-24
Authorized Signature/Date

This form must be submitted with RFP

Attachment N

LodiUSD Nutrition Services
Dairy Line Item
RFP # 2021-04

Line Item	Item Description	Y/N	Meets Buy American Y/N	Unit Size	Estimated Annual Usage	Unit Price* 0.0000
1	Milk, Homogenized, Grade A, Fat Free, Chocolate	Y	Y	1/2 pt.	2,700,000	$ 0.3700
2	Milk, Homogenized, Grade A, Low Fat 1%	Y	Y	1/2 pt.	2,350,000	$ 0.3700
3	Milk, Homogenized, Grade A, Low Fat 1%	Y	Y	Qt.	400	$ 1.5000
	Milk, Plant Based, Nutrient Compliant	N/A	N/A	8 oz.	13,000	N/A.
	Is this plant based milk hypoallergenic?	N/A	N/A	N/A	N/A	N/A
4	Juice, 100% Juice, pasteurized, fortified with Vitamin C					
	Juice must be fresh, not frozen or previously frozen					
4a	flavor: APPLE	Y	Y	4 oz.	325,000	$ 0.1900
4b	flavor: ORANGE	Y	Y	4 oz.	175,000	$ 0.2000
4c	list flavor:	N/A	N/A	4 oz.	5,000	N/A.
5	Milk, Lactose Free, Low Fat 1% - Lactaid or equal to	Y	Y	1/2 pt.	5,000	$ 0.9950
6	Sour Cream, Grade A, pasteurized, kosher gelatin	Y	Y	5#	750	$ 8.5000
7	Yogurt, Plain, Low Fat Gelatin free Y / N	N	N	Qt.	600	N/A.
8	Juice, Orange, 100% Juice, pasteurized, fortified with Vitamin C	Y	Y	1 Gallon	250	$ 6.0000
9	Milk, Homogenized, Grade A, Low Fat 1%	Y	Y	1 gallon	500	$ 5.5000
10	Cottage Cheese, cream, sm curd, min 4.9T Butterfat, 20% solids	Y	Y	5#	25	$ 9.0000
11	Manufacturing Cream	Y	Y	1/2 gallon	25	$10.0700
12	Milk, Buttermilk, Grade A	Y	Y	1/2 gallon	25	$ 2.7500
13	Smart Snack Compliant Ice Cream	N	N/A		New Item	N/A.
14	Seasonal Flavored Fat Free Milk Options	Y	Y	1/2 pt.	New Item	$ 0.3700
15	Freezable 100% Juice Pouch	N	N/A	4 oz.	New Item	N/A.
15a	flavor: Fruit Juice	N	N/A			N/A
15b	flavor: Vegetable Juice	N	N/A			N/A

Please attach Nutritional Specification and Product Formulation Statement for each item as required by USDA

In accordance with the Buy American Provision we certify that the above items, noted in the "Meets Buy American" column, are processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S. Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing below, you are acknowledging the Buy American requirements per General Conditions Item #27, Page 17 of this RFP# 2024-09 and affirming your willingness to assert your best and reasonable efforts to ensure compliance with this federal rule.

Company Name Crystal Creamery Inc.

Authorized Company Representative 

Date 04-05-24

***based upon CAFMMO pricing index for month of FEBRUARY 2024**

brand quoted $1,981,995.87

	Finished Product Specification	QC.06.195
CRYSTAL CREAMERY	Crystal Fat Free Chocolate Milk	DOCUMENT NUMBER

Description
Pasteurized Grade A fat free chocolate milk.

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

Physical Requirements
Butterfat: 0.00% - 0.25%
Total Solids: 13.0% to 14.0%
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
Calories **120**

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 120mg	5%
Total Carbohydrate 21g	8%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 7g Added Sugars	14%
Protein 9g	
Vitamin D 2mcg	10%
Calcium 330mg	25%
Iron 0.5mg	2%
Potassium 450mg	10%
Vitamin A 90mcg	10%

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.

This document cannot be reproduced in whole or in part without express written consent. The information contained herein is proprietary and confidential and is the property of Crystal Creamery, Inc.

CRYSTAL CREAMERY	**Finished Product Specification** Crystal Fat Free Chocolate Milk	QC.06.195 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	No	No	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
Sesame	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
Half Gallon Paper (32 FL OZ)	160068	0 70910 60068 3	20 days

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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

Nutrition Facts

Serving size	**1 Cup (236 mL)**
Amount per serving	
Calories	**120**
	% Daily Value*
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 110mg	5%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 0g Added Sugars	0%
Protein 10g	
Vitamin D 2mcg	10%
Calcium 365mg	25%
Iron 0mg	0%
Potassium 490mg	10%
Vitamin A 90mcg	10%

*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.

This document cannot be reproduced in whole or in part without express written consent. The information contained herein is proprietary and confidential and is the property of Crystal Creamery, Inc.

	Finished Product Specification	QC.06.152
CRYSTAL CREAMERY	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	No	No	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
Sesame	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
Half Gallon Plastic, 6x corrugated	177062	0 70910 00062 9	20 days
Gallon Plastic (128 oz)	160010	0 70910 00010 0	20 days

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	Finished Product Specification	QC.06.161
	Crystal Apple Juice	DOCUMENT NUMBER

Description
Apple juice from concentrate.

Ingredients
Water, 100% Apple Juice Concentrate, Ascorbic Acid (Vitamin C).

Physical Requirements

Brix:	11.5°-11.9°
Flavor:	Clean sweet, typical apple juice flavor with no off flavors.
Color:	Uniform, light brown color
Texture:	Fluid, free flowing liquid

Microbiological Requirements

Coliform	<10 cfu/gm
Yeast/mold	<10 cfu/gm

Storage Requirements
Product should be shipped and stored between 34°F and 40°F.

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

Country of Origin
Manufactured in the USA from ingredients which may originate globally.

Certifications

Kosher:	No
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"

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

Nutrition Data

Nutrition Facts

Serving size	**1 Container**
Amount per serving	
Calories	**60**
	% Daily Value*
Total Fat 0g	**0%**
Saturated Fat 0g	**0%**
Trans Fat 0g	
Cholesterol 0mg	**0%**
Sodium 0mg	**0%**
Total Carbohydrate 14g	**5%**
Dietary Fiber 0g	**0%**
Total Sugars 12g	
Includes 0g Added Sugars	**0%**
Protein 0g	
Vitamin D 0mcg	0%
Calcium 10mg	0%
Iron 0.1mg	0%
Potassium 130mg	2%
Vitamin C 48mg	50%

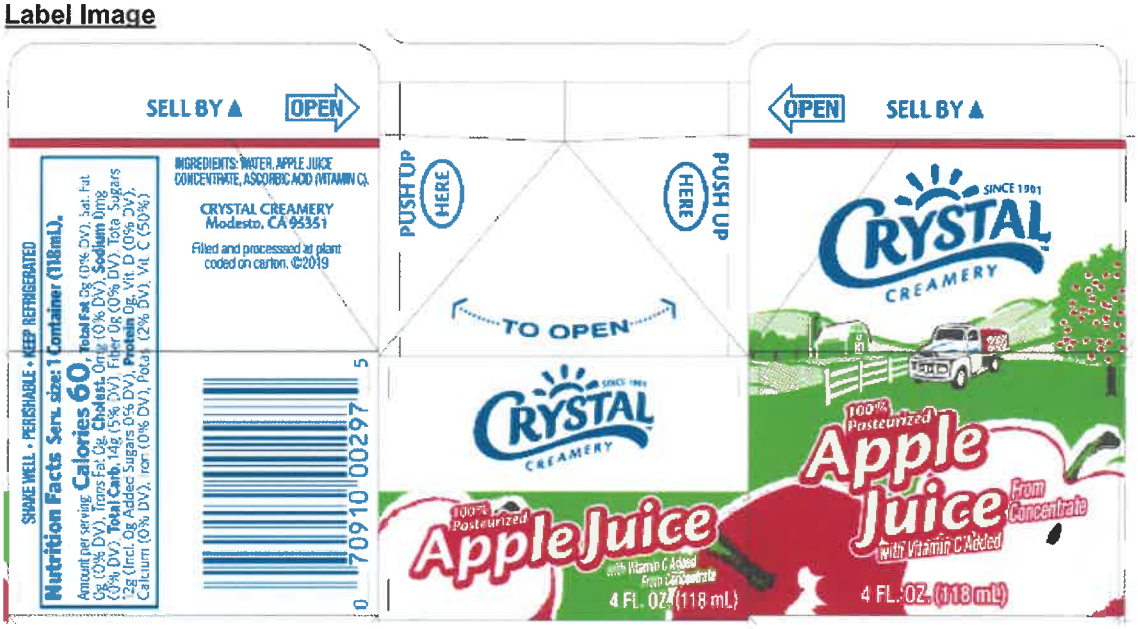
*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

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.

This document cannot be reproduced in whole or in part without express written consent. The information contained herein is proprietary and confidential and is the property of Crystal Creamery, Inc.

CRYSTAL CREAMERY	**Finished Product Specification** Crystal Apple Juice	QC.06.161 DOCUMENT NUMBER

Label Image



Allergens

None

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	No	Yes	Yes	Yes
Egg	No	Yes	Yes	Yes
Soy	No	No	No	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
Sesame	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)	160297	0 70910 00297 5	35 days

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	Finished Product Specification	QC.06.210
CRYSTAL CREAMERY	Crystal Orange Juice	DOCUMENT NUMBER

Description
Orange juice from concentrate.

Ingredients
Water, 100% Orange Juice

Concentrate from USA / Mexico / Brazil / Costa Rica.

Certifications
Kosher: Yes
Organic: No
Halal: No

Physical Requirements
Brix: 11.6°-12.0°
Flavor: Clean sweet, typical orange juice flavor with no off flavors.
Color: Uniform, orange color.
Texture: Fluid, free flowing liquid.

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

Microbiological Requirements
Yeast/mold <10 cfu/gm

Nutrition Data

Nutrition Facts
1 servings per container
Serving size 1/2 Cup (118 mL)

Amount per serving	
Calories	**60**
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 10g	
Includes 0g Added Sugars	0%
Protein 1g	
Vitamin D 0mcg	0%
Calcium 10mg	0%
Iron 0mg	0%
Potassium 220mg	4%
Vitamin C 42mg	45%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

Nutrition Facts
servings per container
Serving size 1 Cup (236 mL)

Amount per serving	
Calories	**120**
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 5mg	0%
Total Carbohydrate 29g	11%
Dietary Fiber 0g	0%
Total Sugars 21g	
Includes 0g Added Sugars	0%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 30mg	2%
Iron 0mg	0%
Potassium 440mg	10%
Vitamin C 84mg	90%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

Storage Requirements
Product should be shipped and stored between 34°F and 40°F.

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

Country of Origin
Manufactured in the USA from ingredients which may originate globally.

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:

Paper:
"USE BY MMM DD YYYY HH:MM FILLER #06-253"

Plastic:
"BEST BY MMM DD #06-253 FILLER HH:MM"

Prop 65 Statement
Crystal Creamery does not knowingly manufacturer dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register.

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Label Images





Allergens

None

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	No	Yes	Yes	Yes
Egg	No	Yes	Yes	Yes
Soy	No	No	No	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
Sesame	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 Cup Paper (4 FL OZ)	160294	0 70910 00294 4	42 days
Half Gallon Plastic (64 FL OZ)	160282	0 70910 00282 1	42 days
Gallon Plastic (128 FL OZ)	160280	0 70910 00280 7	42 days

For the 16 FL OZ bottle, see Finished Product Specification QC.06.210-16

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	Finished Product Specification	QC.06.250
CRYSTAL CREAMERY	Ultra-Pasteurized Lactose Free Lowfat Milk, Half Gallon	DOCUMENT NUMBER

Ingredients
Grade A Lowfat Milk, Vitamin A Palmitate, Lactase Enzyme*, Vitamin D3.
*An ingredient not found in regular milk.

Physical Requirements

Butterfat	0.90% – 1.10%
Total Solids Not Fat	Min 11.0%
Flavor	Clean, fresh milk flavor
Color	Milky white color

Microbiological Requirements

Coliform	<=10 cfu/ml
Standard / Aerobic Plate Count	<=15,000 cfu/ml

Storage Requirements
Product should be shipped and stored 33°F to 44°F.

Shelf Life
90 days after production. For best quality use within 7 days after opening

Government Standard
Produced under US FDA 21 CFR 135

Quality Assurance
All products are produced under vigorous quality control standards. All shipments must comply with federal, state, and local regulations.

Certifications
Kosher: Yes, Orthodox Union
Organic: No

Allergens
Contains: Milk

Packaging
Half gallon gable top paperboard carton with pour spout and safety sealed spout with threaded cap.

Item Number 160037

UPC Code 0 70910 00037 7

Printed Lot Code Explanation
Example "Best By 10/18/23 08:00 82 06-16681"
Expiration date = October 18th
Packaging time = 08:00 AM
Pasteurized tank = 82
Plant code = 06-16681

Country of Origin
Manufactured in the USA from California milk.

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.

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.

Nutrition Facts

about 8 servings per container
Serving size 1 cup (240mL)

Amount per serving
Calories 110

	% Daily Value*
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 140mg	6%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 9g	18%
Vitamin D 3mcg	15%
Calcium 320mg	25%
Iron 0mg	0%
Potassium 430mg	10%
Vitamin A 150mcg	15%

*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



		Approval: Dave Heiss	Position: QA Analyst	
ORIGINATION DATE: 12-30-20	LAST REVISION DATE: 01-04-24	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com		PAGE 1 of 1

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	Finished Product Specification	QC.05.190
	Crystal Regular Sour Cream – Food Service	DOCUMENT NUMBER

Description
Sour cream made with stabilizers for better performance in a food service environment.

Ingredients
Cultured Pasteurized Grade A Milk, Cream and Nonfat Milk, Modified Food Starch, Sodium Phosphate, Sodium Citrate, Guar Gum, Carrageenan, Carob Bean Gum, Natural Flavor, Enzyme.

Physical Requirements
Butterfat: 18% minimum
Visual appearance: creamy, smooth, semi-heavy body.
Flavor/odor: clean, cultured and mildly acidic. No off flavors or odors.
Color: creamy white

Microbiological Requirements
Coliform <10 cfu/gm
Yeast/mold <30 cfu/gm

Storage Requirements
Product should be shipped and stored between 34°F and 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
Manufactured in the USA from ingredients which may originate globally. 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 pail as an "Enjoy by" date.

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

servings per container
Serving size **2 tbsp (30g)**

Amount per serving
Calories **60**

	% Daily Value*
Total Fat 6g	**8%**
Saturated Fat 3.5g	18%
Trans Fat 0g	
Cholesterol 20mg	**7%**
Sodium 50mg	**2%**
Total Carbohydrate 1g	**0%**
Dietary Fiber 0g	0%
Total Sugars 1g	
Includes 0g Added Sugars	0%
Protein 1g	
Vitamin D 0.2mcg	2%
Calcium 30mg	2%
Iron 0mg	0%
Potassium 40mg	0%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

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.

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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	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

Plastic tub with tamper evident seal under the lid

Size (net weight)	Product #	UPC Code	Shelf Life
2x 5 LB	160180	0 70910 00180 0	50 days
30 LB	160176	0 70910 60176 5	50 days

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	Finished Product Specification	QC.05.182
	Crystal Regular Cottage Cheese	DOCUMENT NUMBER

Description
Soft, uncured cheese obtained by adding lactic-acid producing bacteria to pasteurized skim milk. This product is made without carrageenan.

Ingredients
Cultured Pasteurized Nonfat Milk, Milk, Cream, Sea Salt, Locust Bean Gum, Agar, Carbon Dioxide (To Maintain Freshness).

Physical Requirements
Moisture: 80% maximum
Butterfat: 4% minimum
pH: max 5.2
Visual appearance: compact curd, free from excess wheying off or shattered curds.
Flavor/odor: slight acid flavor. No off flavors or odors.
Color: creamy white

Microbiological Requirements
Coliform <10 cfu/gm
Yeast/mold <10 cfu/gm

Storage Requirements
Product should be shipped and stored between 34°F and 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
Manufactured in the USA from ingredients which may originate globally. 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 bottom of all containers as an "Enjoy by" date.

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

4 servings per container
Serving size **1/2 Cup (113g)**

Amount per serving
Calories **110**

	% Daily Value*
Total Fat 5g	**6%**
Saturated Fat 3g	**15%**
Trans Fat 0g	
Cholesterol 20mg	**7%**
Sodium 320mg	**14%**
Total Carbohydrate 5g	**2%**
Dietary Fiber 0g	**0%**
Total Sugars 3g	
Includes 0g Added Sugars	**0%**
Protein 12g	
Vitamin D 0.2mcg	2%
Calcium 100mg	8%
Iron 0mg	0%
Potassium 100mg	2%

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

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.

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	Finished Product Specification	QC.05.182
CRYSTAL CREAMERY	Crystal Regular Cottage Cheese	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	No	No	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
Sesame	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

Plastic tub with tamper evident seal under the lid. The 30 pound pail has a tamper evident lid.

Size (net weight)	Product #	UPC Code	Shelf Life
12x 8 OZ (Half LB)	160363	0 70910 00363 9	50 days
6x 16 OZ (1 LB)	160365	0 70910 00365 1	50 days
12x 16 OZ (1 LB)	160366	0 70910 00365 1	50 days
6x 32 OZ (2 LB)	160340	0 70910 00340 8	50 days
2x 5 LB	160345	0 70910 00345 3	50 days
30 LB	116149	0 70910 16149 8	30 Days

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	Finished Product Specification	QC.06.189
	Crystal Grade A 1% Low Fat Buttermilk	DOCUMENT NUMBER

Description
Cultured low fat buttermilk.

Ingredients
Cultured Low Fat Milk, Salt, Vitamin A Palmitate, Vitamin D3.

Physical Requirements
Butterfat: 0.9% - 1.1%
Total Solids: Minimum of 10%
Texture: Free flowing liquid
Color: Uniform, creamy white
Flavor: Clean typical tangy low fat buttermilk with no off flavors

Microbiological Requirements
Coliform: <10 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 MM/DD/YYYY Filler HH:MM #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

servings per container
Serving size **1 cup (236 mL)**

Amount per serving
Calories **110**

	% Daily Value*
Total Fat 2g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 240mg	10%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 9g	
Vitamin D 2mcg	10%
Calcium 320mg	25%
Iron 0mg	0%
Potassium 390mg	8%
Vitamin A 90mcg	10%

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.

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	Finished Product Specification	QC.06.189
CRYSTAL CREAMERY	Crystal Grade A 1% Low Fat Buttermilk	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	No	No	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
Sesame	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
Quart Paper (32 FL OZ)	160210	0 70910 00210 4	25 days
Half Gallon Paper (64 FL OZ)	160205	0 70910 00205 0	25 days
Tote	10399	0 70998 10399 1	25 days

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BUY AMERICAN ATTESTATION

Manufacturer	Crystal Creamery, Inc.
Product Name	Crystal nonfat chocolate milk
Item Number	160114 (8OZ)
Weight (*per portion*) of Product	8 fluid ounces / 236 mL

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A "domestic commodity or product" is defined in the Federal regulations as:

(i) an agricultural commodity that is produced in the United States (U.S.); **and**
(ii) a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

Product Certification

We certify that our U.S. processed nonfat chocolate milk has at least 95% U.S. content.

Dave Heiss

Signature		Quality Assurance Analyst Title
Dave Heiss	January 4, 2024	(209) 576-2387
Printed Name	Date	Phone Number

Crystal Creamery, Inc.
529 Kansas Avenue, Modesto, California 95351 (866) 225-4821

BUY AMERICAN ATTESTATION

Manufacturer	Crystal Creamery, Inc.
Product Name	1% low fat milk with vitamin A & D
Item Numbers	160088 (8OZ), 160067 (QT), 160060 & 160062 (HG), 160010 (GAL)
Weight (*per portion*) of Product	8 fluid ounces / 236 mL

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A "domestic commodity or product" is defined in the Federal regulations as:

(i) an agricultural commodity that is produced in the United States (U.S.); **and**
(ii) a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

Product Certification

We certify that our U.S. processed 1% low fat milk has 100% U.S. content.

Dave Heiss

Signature — Quality Assurance Analyst (Title)

Dave Heiss	January 4, 2024	(209) 576-2387
Printed Name	Date	Phone Number

BUY AMERICAN ATTESTATION

Manufacturer	Crystal Creamery, Inc.
Product Name	Crystal apple juice
Item Number	160297 (4OZ)
Weight (*per portion*) of Product	4 fluid ounces / 118 mL

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A "domestic commodity or product" is defined in the Federal regulations as:

(i) an agricultural commodity that is produced in the United States (U.S.); **and**
(ii) a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

Product Certification

We certify that our U.S. processed apple juice has 100% U.S. content.

Dave Heiss

Signature		Quality Assurance Analyst Title
Dave Heiss Printed Name	January 4, 2024 Date	(209) 576-2387 Phone Number

BUY AMERICAN ATTESTATION

Manufacturer	Crystal Creamery, Inc.
Product Name	Crystal orange juice
Item Numbers	160294 (4OZ), 160282 (HG), 160280 (GAL)
Weight (*per portion*) of Product	4 fluid ounces / 118 mL, 8 fluid ounces / 236 mL

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A "domestic commodity or product" is defined in the Federal regulations as:

(i) an agricultural commodity that is produced in the United States (U.S.); **and**
(ii) a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

Product Certification

We certify that our U.S. processed orange juice has at least 35% - 65% U.S. content. The blending of juice from USA, Mexico, Costa Rica and Brazil changes throughout the growing seasons to ensure a consistent sugar to acid ratio resulting in uniform flavor throughout the year.

Dave Heiss

Signature		Quality Assurance Analyst Title
Dave Heiss Printed Name	January 4, 2024 Date	(209) 576-2387 Phone Number

BUY AMERICAN ATTESTATION

	Complete the following:
Manufacturer	Crystal Creamery, Inc.
Product Name	Regular Sour Cream
Item Number	160185 (16oz), 160188 (24 oz)
	160180 (5 lbs), 160176 (32 lbs)
Product Description	Regular Sour Cream
Weight (*per portion*) of Product	2 Tablespoons, 30 grams

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A "domestic commodity or product" is defined in the Federal regulations as:

(i) an agricultural commodity that is produced in the United States (U.S.); **and**
(ii) a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

Product Certification

We certify that our U.S. processed regular sour cream has 100% U.S. content.

Dave Heiss

Signature — Quality Assurance Analyst (Title)

Dave Heiss	January 4, 2024	(209) 576-2387
Printed Name	Date	Phone Number

Crystal Creamery, Inc.
529 Kansas Avenue, Modesto, California 95351 (866) 225-4821

BUY AMERICAN ATTESTATION

	Complete the following:
Manufacturer	Crystal Creamery, Inc.
Product Name	Regular Cottage Cheese
Item Number	160363 (CUP), 160365 (PT), 160340 (QT), 160345 (5 LB)
Product Description	Regular Cottage Cheese
Weight (*per portion*) of Product	1/2 Cup , 118 mL, 113 grams

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A "domestic commodity or product" is defined in the Federal regulations as:

(i) an agricultural commodity that is produced in the United States (U.S.); **and**
(ii) a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

Product Certification

We certify that our U.S. processed regular cottage cheese has 99% U.S. content.

Dave Heiss

Signature — Quality Assurance Analyst (Title)

Dave Heiss — January 4, 2024 — (209) 576-2387

Printed Name — Date — Phone Number

Crystal Creamery, Inc.
529 Kansas Avenue, Modesto, California 95351 (866) 225-4821

BUY AMERICAN ATTESTATION

	Complete the following:
Manufacturer	Crystal Creamery, Inc.
Product Name	40% Heavy Whipping Cream
Item Number	160403 Half Gallon
Product Description	40% Heavy Whipping Cream
Weight (*per portion*) of Product	1 Tablespoon, 15 grams

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A "domestic commodity or product" is defined in the Federal regulations as:

(i) an agricultural commodity that is produced in the United States (U.S.); **and**
(ii) a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

Product Certification

We certify that our U.S. processed 40% Heavy Whipping Cream has 99% U.S. content.

Dave Heiss

Signature		Quality Assurance Analyst Title
Dave Heiss Printed Name	January 4, 2024 Date	(209) 576-2387 Phone Number

BUY AMERICAN ATTESTATION

	Complete the following:
Manufacturer	Crystal Creamery, Inc.
Product Name	Cultured Lowfat Buttermilk
Item Number	160210 (QT), 160205 (HG)
Product Description	Cultured Lowfat Buttermilk
Weight (*per portion*) of Product	1 Cup , 236 mL, 245 grams

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A "domestic commodity or product" is defined in the Federal regulations as:

(i) an agricultural commodity that is produced in the United States (U.S.); **and**
(ii) a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

Product Certification

We certify that our U.S. processed cultured lowfat buttermilk has 100% U.S. content.

Dave Heiss

Signature | Quality Assurance Analyst (Title)

Dave Heiss | January 4, 2024 | (209) 576-2387

Printed Name | Date | Phone Number

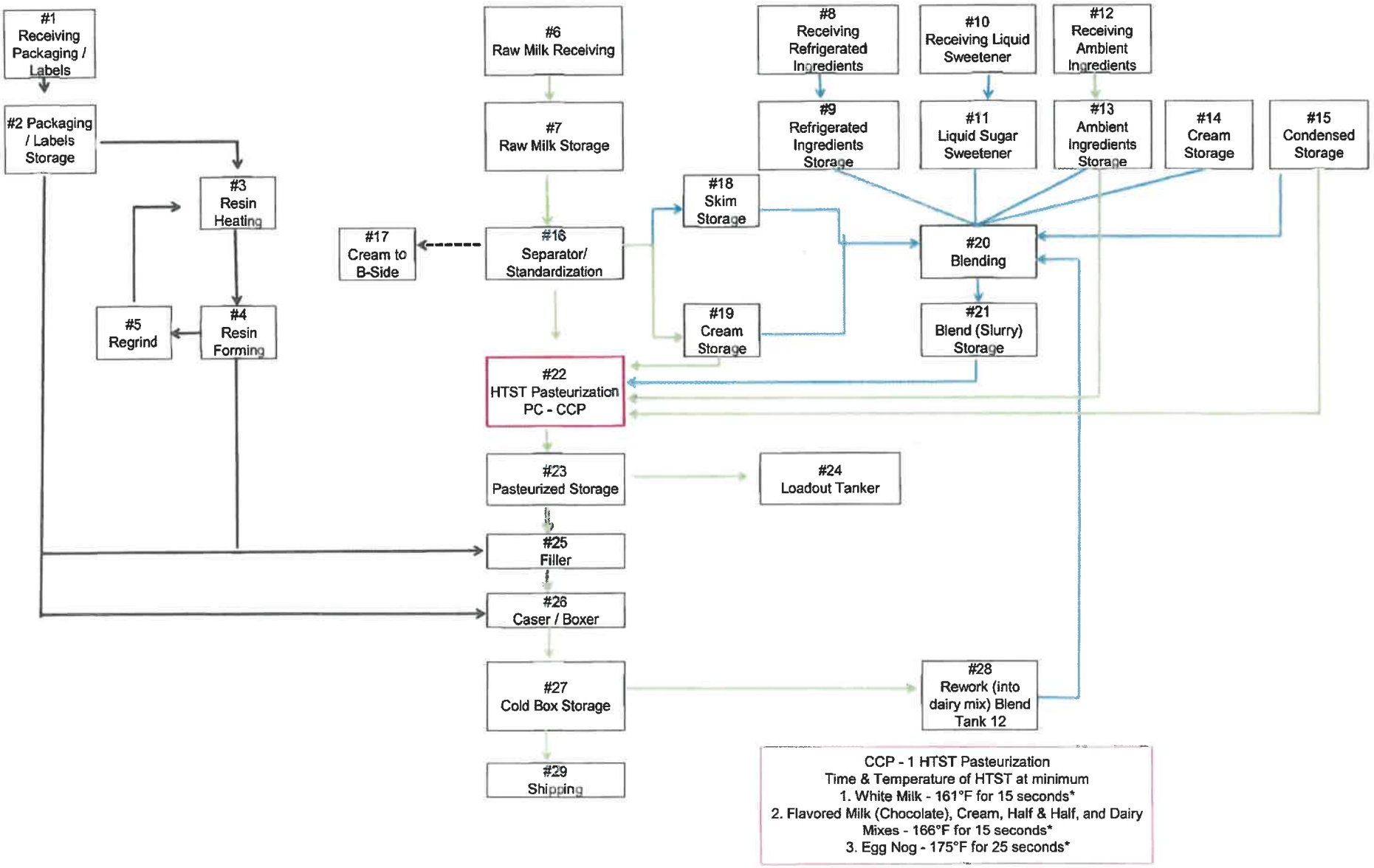
Crystal Creamery, Inc.
529 Kansas Avenue, Modesto, California 95351 (866) 225-4821

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: 1/3/24


#1 Receiving Packaging / Labels
#2 Packaging / Labels Storage
#3 Resin Heating
#4 Resin Forming
#5 Regrind
#6 Raw Milk Receiving
#7 Raw Milk Storage
#8 Receiving Refrigerated Ingredients
#9 Refrigerated Ingredients Storage
#10 Receiving Liquid Sweetener
#11 Liquid Sugar Sweetener
#12 Receiving Ambient Ingredients
#13 Ambient Ingredients Storage
#14 Cream Storage
#15 Condensed Storage
#16 Separator/ Standardization
#17 Cream to B-Side
#18 Skim Storage
#19 Cream Storage
#20 Blending
#21 Blend (Slurry) Storage
#22 HTST Pasteurization PC - CCP
#23 Pasteurized Storage
#24 Loadout Tanker
#25 Filler
#26 Caser / Boxer
#27 Cold Box Storage
#28 Rework (into dairy mix) Blend Tank 12
#29 Shipping
CCP - 1 HTST Pasteurization
Time & Temperature of HTST at minimum
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 (Listeria monocytogenes, E coli, Salmonella, Yersinia, Staphylococcus jejuni, Brucella, and other lesser known organisms)
Critical limits	**1. White Milk** - minimum 161°F for 15 seconds* **2. Flavored Milk (Chocolate), Cream, Half & Half, and Dairy Mixes** - minimum 166°F for 15 seconds* **3. Egg Nog** - minimum 175°F for 25 seconds* *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. *As defined by the Pasteurized Milk Ordinance
Records	Pasteurization Recording Chart CDFA Quarterly Pasteurization Check CDFA Pasteurizer Log Book

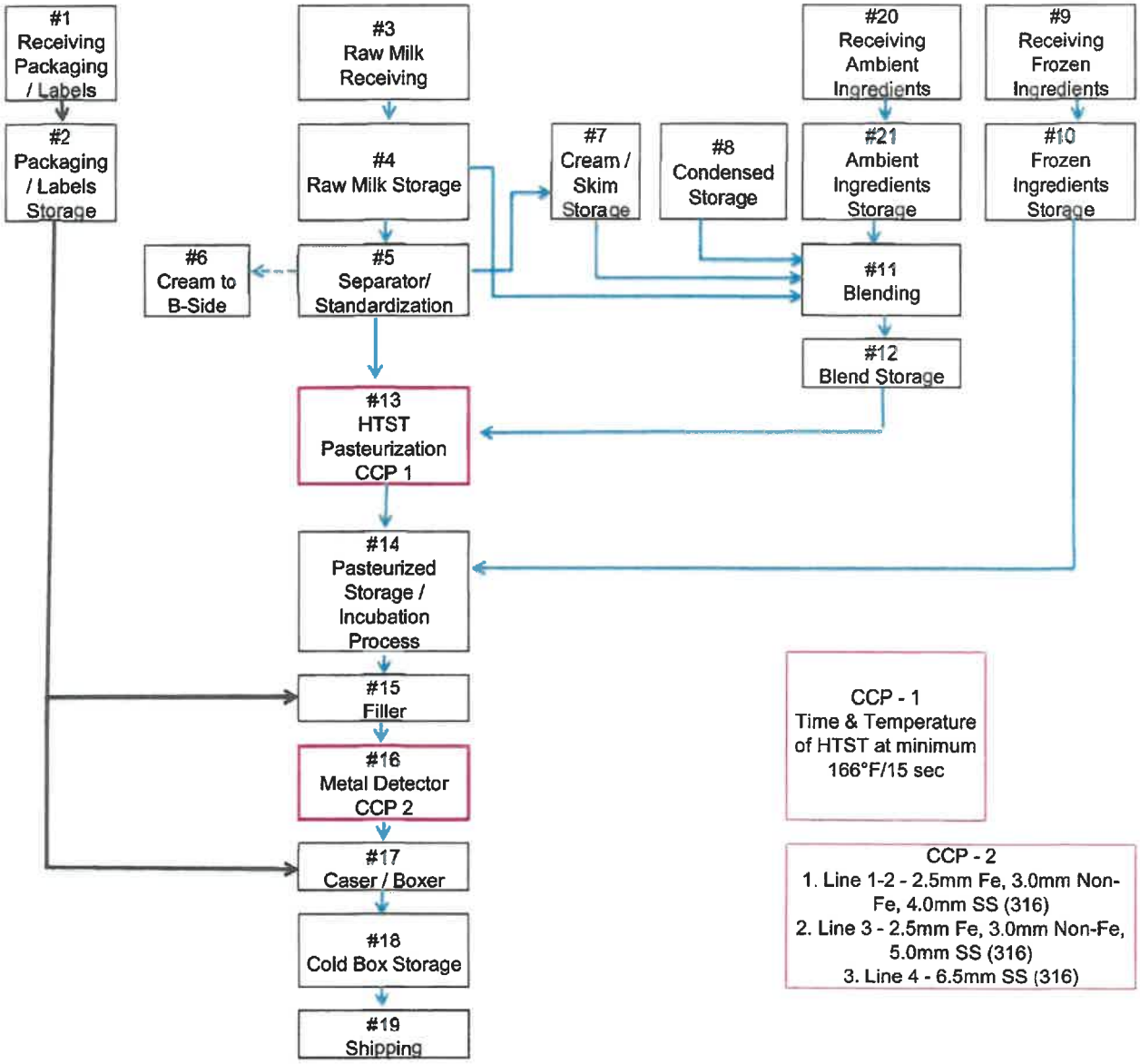
Monitoring					
What	**How**	**Frequency**	**Who**	**Verification**	**Corrective Actions**
Time, Temperature, and Pressure	HTST Recording Chart	Continuous	CDFA licensed pasteurizer operator	Verify CDFA seals are intact, perform required daily pasteurization system tests and records on the pasteurization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

Crystal Creamery
Food Safety Plan - HARPC
Sour Cream - 06-153

Manufacturing Location
415 Kansas Avenue
Modesto, CA 95351

Corporate Location
529 Kansas Avenue
Modesto, CA 95351

Approved By: _____ Date: 1/5/24


#1 Receiving Packaging / Labels
#2 Packaging / Labels Storage
#3 Raw Milk Receiving
#4 Raw Milk Storage
#5 Separator/ Standardization
#6 Cream to B-Side
#7 Cream / Skim Storage
#8 Condensed Storage
#9 Receiving Frozen Ingredients
#10 Frozen Ingredients Storage
#11 Blending
#12 Blend Storage
#13 HTST Pasteurization CCP 1
#14 Pasteurized Storage / Incubation Process
#15 Filler
#16 Metal Detector CCP 2
#17 Caser / Boxer
#18 Cold Box Storage
#19 Shipping
#20 Receiving Ambient Ingredients
#21 Ambient Ingredients Storage
CCP - 1
Time & Temperature of HTST at minimum 166°F/15 sec
CCP - 2
1. Line 1-2 - 2.5mm Fe, 3.0mm Non-Fe, 4.0mm SS (316)
2. Line 3 - 2.5mm Fe, 3.0mm Non-Fe, 5.0mm SS (316)
3. Line 4 - 6.5mm SS (316)

Critical Control Point - Process Preventive Control - Pasteurization	
Control Step	13
Hazard	Biological- Pathogenic Microorganisms (Listeria monocytogenes, E coli, Salmonella, Yersinia, Staphylococcus jejuni, Brucella, and other lesser known organisms)
Critical limits	**1. Sour Cream -** minimum 166°F for 15 seconds* **2. Light Sour Cream -** minimum 166°F for 15 seconds* **3. Nonfat Sour Cream -** minimum 166°F for 15 seconds* *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). *As defined by the Pasteurized Milk Ordinance
Records	Pasteurization Recording Chart CDFA Quarterly Pasteurization Check CDFA Pasteurizer Log Book

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

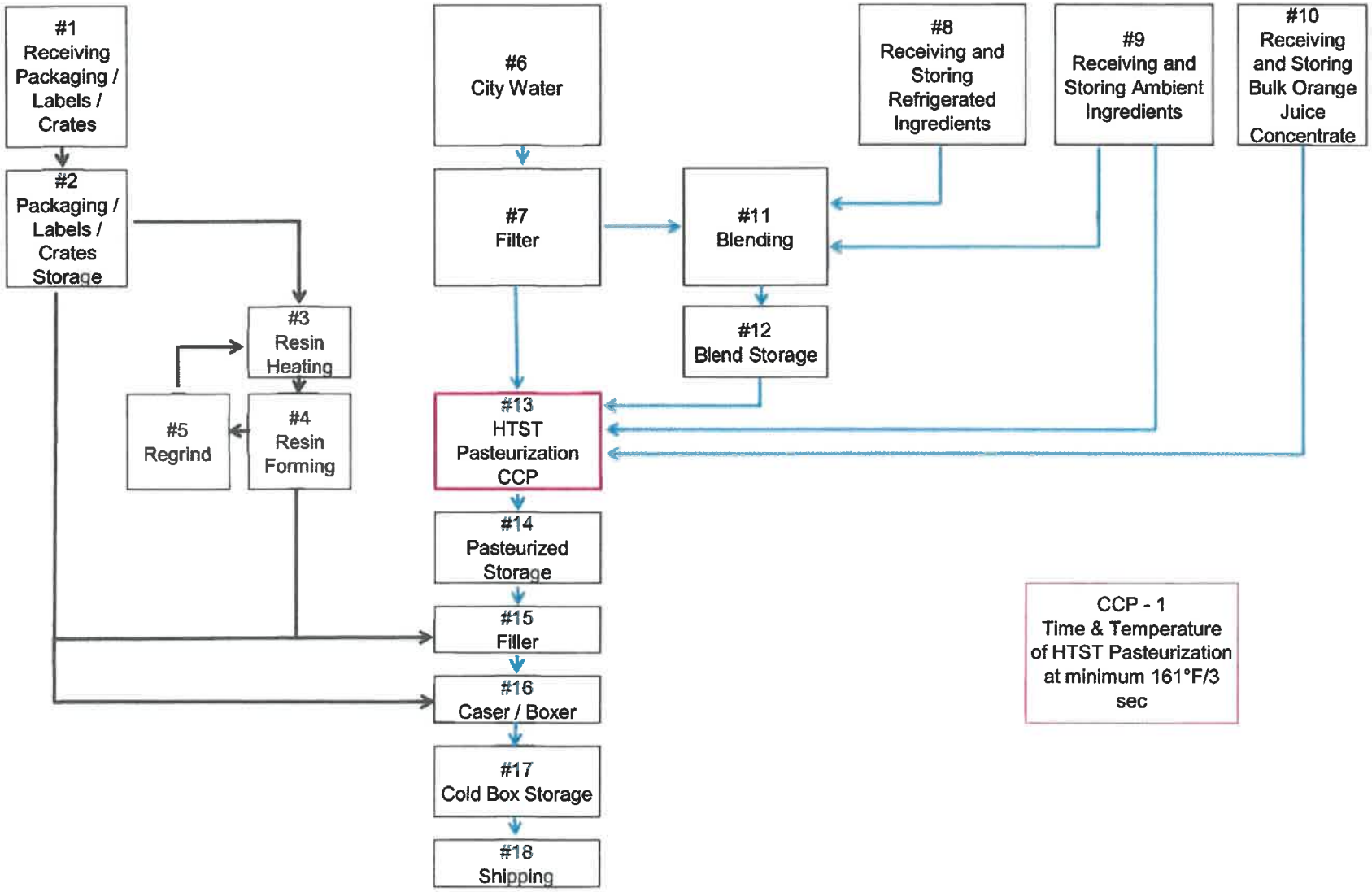
Critical Control Point - Preventive Control - Metal Detection	
Control Steps	16
Purpose	To detect metal in the product
Critical Limits	1. Line 1-2 - 2.5mm Fe, 3.0mm Non-Fe, 4.0mm SS (316) 2. Line 3 - 2.5mm Fe, 3.0mm Non-Fe, 5.0mm SS (316) 3. Line 4 - 6.5mm SS (316)
Frequency	Start-up, Product Changeover, Shut-down, Every 2 hours.
Who	Trained Operator and QA Lab Technician
Procedure	Follow designated SSOP
Monitoring	1. Operators monitor their own line. 2. Operators & QA Lab Technicians perform metal detection check and record. 3. Continuous chart records metal detector.
Corrective Actions	Place Product on Hold. Contact QA. Run all product since the last good check through a functioning metal detector.
Verification Activities	1. Department manager verifies checks within 7 days of check completion. 2. PCQI verifies review of documents.
Records	Metal Detection Log Lab line check Metal Detection Circular Recording Chart

Crystal Creamery
Food Safety Plan - HACCP
Orange and Apple Juice - 06-253

Manufacturing Location
415 Kansas Avenue
Modesto, CA 95351

Corporate Location
529 Kansas Avenue
Modesto, CA 95351

Approved By: _____ Date: 1/5/24


#1 Receiving Packaging / Labels / Crates
#2 Packaging / Labels / Crates Storage
#3 Resin Heating
#4 Resin Forming
#5 Regrind
#6 City Water
#7 Filter
#8 Receiving and Storing Refrigerated Ingredients
#9 Receiving and Storing Ambient Ingredients
#10 Receiving and Storing Bulk Orange Juice Concentrate
#11 Blending
#12 Blend Storage
#13 HTST Pasteurization CCP
#14 Pasteurized Storage
#15 Filler
#16 Caser / Boxer
#17 Cold Box Storage
#18 Shipping
CCP - 1
Time & Temperature of HTST Pasteurization at minimum 161°F/3 sec

Critical Control Point - Process Preventive Control - Pasteurization	
Control Step	13
Hazard	Biological- Pathogenic Microorganisms (Listeria monocytogenes, E coli, Salmonella, Yersinia, Staphylococcus jejuni, Brucella, and other lesser known organisms)
Critical limits	1. Orange Juice - At minimum 161°F for 3 Seconds 2. Apple Juice - At minimum 161°F for 3 Seconds
Records	Pasteurization Recording Chart CDFA Quarterly Pasteurization Check CDFA Pasteurizer Log Book

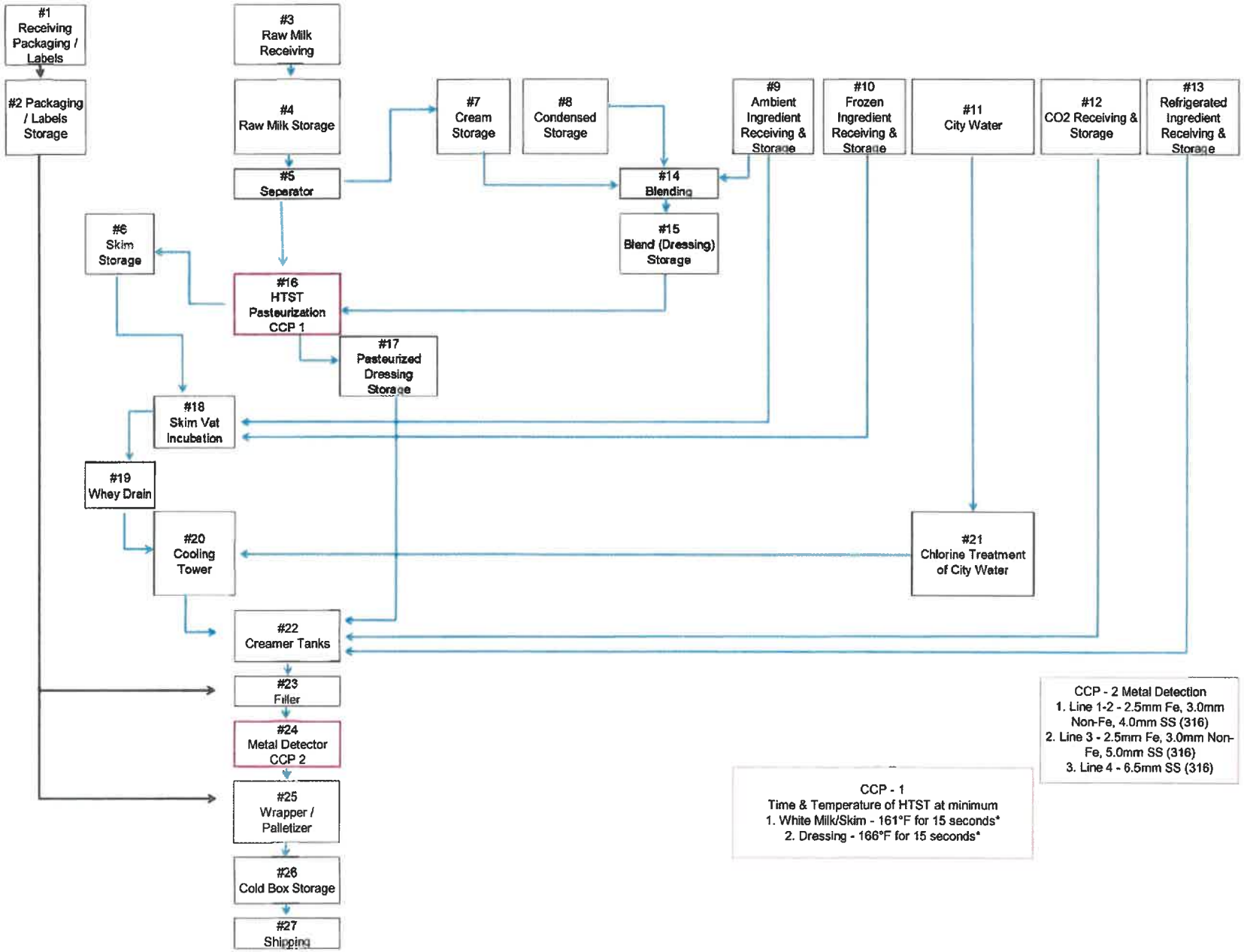
Monitoring					
What	**How**	**Frequency**	**Who**	**Verification**	**Corrective Actions**
Time, Temperature, and Pressure	HTST Recording Chart	Continuous	CDFA licensed pasteurizer operator	Verify CDFA seals are intact, perform required daily pasteurization system tests and records on the pasteurization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

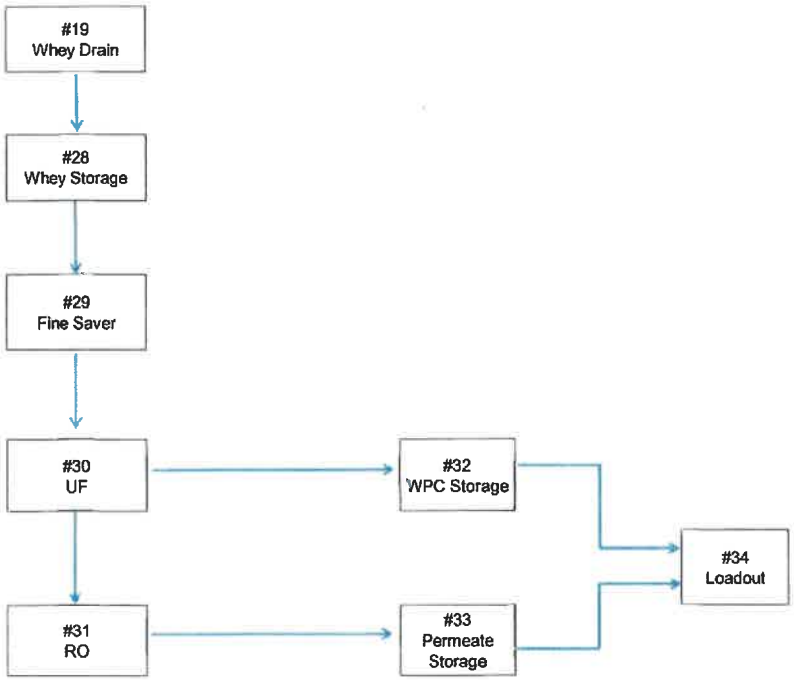
Crystal Creamery
Food Safety Plan - HARPC
Cottage Cheese - 06-153

Manufacturing Location
415 Kansas Avenue
Modesto, CA 95351

Corporate Location
529 Kansas Avenue
Modesto, CA 95351

Approved By: _____ Date: 1/5/24


#1 Receiving Packaging / Labels
#2 Packaging / Labels Storage
#3 Raw Milk Receiving
#4 Raw Milk Storage
#5 Separator
#6 Skim Storage
#7 Cream Storage
#8 Condensed Storage
#9 Ambient Ingredient Receiving & Storage
#10 Frozen Ingredient Receiving & Storage
#11 City Water
#12 CO2 Receiving & Storage
#13 Refrigerated Ingredient Receiving & Storage
#14 Blending
#15 Blend (Dressing) Storage
#16 HTST Pasteurization CCP 1
#17 Pasteurized Dressing Storage
#18 Skim Vat Incubation
#19 Whey Drain
#20 Cooling Tower
#21 Chlorine Treatment of City Water
#22 Creamer Tanks
#23 Filler
#24 Metal Detector CCP 2
#25 Wrapper / Palletizer
#26 Cold Box Storage
#27 Shipping
CCP - 2 Metal Detection
1. Line 1-2 - 2.5mm Fe, 3.0mm Non-Fe, 4.0mm SS (316)
2. Line 3 - 2.5mm Fe, 3.0mm Non-Fe, 5.0mm SS (316)
3. Line 4 - 6.5mm SS (316)
CCP - 1
Time & Temperature of HTST at minimum
1. White Milk/Skim - 161°F for 15 seconds*
2. Dressing - 166°F for 15 seconds*


#19
Whey Drain
#28
Whey Storage
#29
Fine Saver
#30
UF
#31
RO
#32
WPC Storage
#33
Permeate
Storage
#34
Loadout

Critical Control Point - Process Preventive Control - Pasteurization	
Control Step	16
Hazard	Biological- Pathogenic Microorganisms (Listeria monocytogenes, E coli, Salmonella, Yersinia, Staphylococcus jejuni, Brucella, and other lesser known organisms)
Critical limits	**1. White Milk/Skim** - minimum 161°F for 15 seconds* **2. Dressing** - minimum 166°F for 15 seconds* *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). *As defined by the Pasteurized Milk Ordinance
Records	Pasteurization Recording Chart CDFA Quarterly Pasteurization Check CDFA Pasteurizer Log Book

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

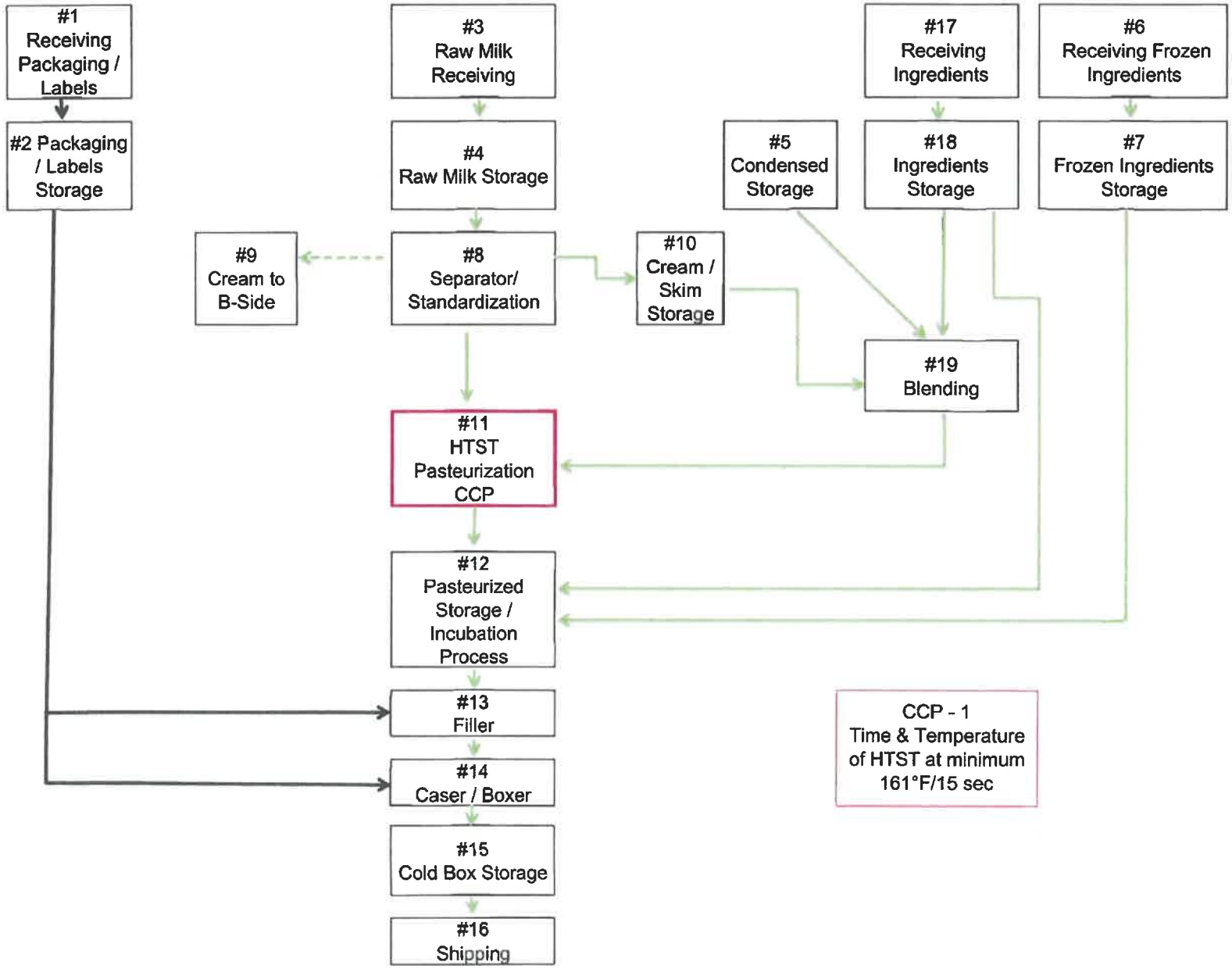
Critical Control Point - Preventive Control - Metal Detection	
Control Steps	24
Purpose	To detect metal in the product
Critical Limits	1. Line 1-2 - 2.5mm Fe, 3.0mm Non-Fe, 4.0mm SS (316) 2. Line 3 - 2.5mm Fe, 3.0mm Non-Fe, 5.0mm SS (316) 3. Line 4 - 6.5mm SS (316)
Frequency	Start-up, Product Changeover, Shut-down, Every 2 hours.
Who	Trained Operator and QA Lab Technician
Procedure	Follow designated SSOP
Monitoring	1. Operators monitor their own line. 2. Operators & QA Lab Technician perform metal detection check and record. 3. Continuous chart records metal detector.
Corrective Actions	Place Product on Hold. Contact QA. Run all product since the last good check through a functioning metal detector.
Verification Activities	1. Department manager verifies checks within 7 days of check completion. 2. PCQI verifies review of documents.
Records	Metal Detection Log Lab Line Check Metal Detection Circular Recording Chart

Crystal Creamery
Food Safety Plan - HARPC
Fluid Buttermilk - 06-253

Manufacturing Location
415 Kansas Avenue
Modesto, CA 95351

Corporate Location
529 Kansas Avenue
Modesto, CA 95351

Approved By: _____ Date: 1/5/24


#1 Receiving Packaging / Labels
#2 Packaging / Labels Storage
#3 Raw Milk Receiving
#4 Raw Milk Storage
#5 Condensed Storage
#6 Receiving Frozen Ingredients
#7 Frozen Ingredients Storage
#8 Separator/ Standardization
#9 Cream to B-Side
#10 Cream / Skim Storage
#11 HTST Pasteurization CCP
#12 Pasteurized Storage / Incubation Process
#13 Filler
#14 Caser / Boxer
#15 Cold Box Storage
#16 Shipping
#17 Receiving Ingredients
#18 Ingredients Storage
#19 Blending
CCP - 1
Time & Temperature of HTST at minimum 161°F/15 sec

Critical Control Point - Process Preventive Control - Pasteurization	
Control Step	11
Hazard	Biological- Pathogenic Microorganisms (Listeria monocytogenes, E coli, Salmonella, Yersinia, Staphylococcus jejuni, Brucella, and other lesser known organisms)
Critical limits	**Milk** - At minimum 161°F for 15 seconds* *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). *As defined by the Pasteurized Milk Ordinance
Records	Pasteurization Recording Chart CDFA Quarterly Pasteurization Check CDFA Pasteurizer Log Book

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

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 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 within one degree of each other, that the Cut-In and Cut-Out is functioning properly, and that all seals are in place.

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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.

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Purpose:
To ensure that ingredients, packaging, rework, semi-finished and finished products are handled, stored, produced, and shipped in a manner that protects the materials, products and ensures their safety, quality, and overall integrity.

Scope:
Crystal Creamery manufacturing facility shall implement Good Manufacturing Practices (GMPs) that include personal hygiene practices consistent with the GMPs identified in the Code of Federal Regulation, Title 21 Part 117. GMPs shall be documented and communicated to all personnel who work or enter areas of production and areas where ingredients, packages, processing equipment, and finished products are handled.

Procedure:

I. General Practices

A. Good Manufacturing Practices (GMPs) areas include areas in the facility where products, ingredients, product packages, or food equipment/utensils are handled.

B. All full and part time employees, temporary employees, suppliers, and visitors involved in the following functions shall adhere to Good Manufacturing Practices (GMPs):
   1. Receiving, processing, packaging, and distribution of raw materials and Crystal Creamery products.
   2. Design, construction, maintenance, and cleaning of the facilities, processes, and equipment used to manufacture and handle Crystal Creamery products.

C. Management shall enforce Good Manufacturing Practices (GMPs) and shall take appropriate action against employees and/or person(s) who continually violate GMPs.

D. Appropriate actions will be taken against Supervisors and Management who violate GMPs.

E. All employees and/person(s) shall take every necessary precaution to prevent contamination of foods with chemical, micro-organisms, or foreign materials.

   i. Identity Preserved Foods - control of chemicals (sanitation related, food and non-food grade greases and lubricants), presence of any non-Kosher ingredients (Pork base ingredients), presence of any non-Halal ingredients (Gelatin, Alcohol, Animal or Pork base ingredients).

F. Entry by unauthorized persons to food preparation, processing, and packaging areas shall be prohibited.

II. Education and Training

A. Employees and supervisors shall receive appropriate training in proper food handling techniques and principles of food protection. They shall be made aware of the danger of poor personal hygiene and unsanitary practices.

B. GMP training shall be an integral part of any plant sanitation and personal hygiene program. This will include orientation of all new personnel as they start their jobs and continued annual training of all plant employees and supervisors.
   - All annual, and as needed, GMP training shall be documented.
   - Records of employee participation in the instruction program should be retained to include employee name, date, subject, and instructor's name.

C. It is important, as a condition of employment, that all prospective applicants interviewed and hired by plant management understand the existing employee good manufacturing rules, especially those governing personal appearance, hygiene, and sanitation.

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III. Personnel Practices

A. Personal Hygiene – Employees must maintain a high degree of personal cleanliness to prevent contamination of foods.

B. Jewelry – Jewelry presents both a sanitary and safety hazard.

- Jewelry, including but not limited to rings, watches, earrings, pins, bracelets, necklaces, ornaments in exposed pierced body areas, and other jewelry shall not be worn.
  i. A wedding band without stones is allowed.

- "Medic-Alert" Identification
  i. Tags and necklaces, as authorized by a physician, are allowed. For GMP and safety purposes, all parts of the jewelry must be secure and worn underneath uniform and clothing.

C. Cosmetics must be worn in a manner to prevent product contamination. Acrylic nails, fingernail polish, false eyelashes, etc., is not permissible in the plant. Fingernails are to be kept trimmed (must not extend past fingertips) for both sanitary and safety reasons.
- False fingernails, nail polish fingernail decals are prohibited unless the employee and/or visitor wears approved gloves over the entire hand and fingers while in the GMP area.

D. Prohibited Acts – the following activities are not allowed in GMP areas:
- Eating - "tasting" food or sensory evaluation of any product [Only designated employee may do so but away from production line]
- Drinking
- Gum chewing
- Earphones/ phone usage (Employees are permitted to use their phones for work-related purposes only)
- Tobacco usage
- Holding toothpicks, matchsticks, straws, or similar objects in mouth
- Placing pencils, cigarettes, or other objects behind the ears or be inserted into hair nets or under head covers.
- Carrying objects above the belt or waistline (e.g., pens, pencils, flashlights, thermometers, etc.)
- Spitting inside any building
- Littering or contributing to poor housekeeping
- Contributing to unsanitary conditions
- Possession or ingestion of any controlled substance, illegal drug and/or alcohol in or on any Crystal Creamery premises.

E. Designated Smoking Area – Smoking is only permitted in the designated area.

F. Designated Eating Areas – Food and drink may only be consumed in designated eating areas. They are prohibited in GMP areas.

G. Food Storage – Food intended for employee's meals and breaks must be stored in designated areas.

H. Lockers – Employee lockers should be designed to provide storage for personal items.
- Employee lockers must be clean, free of trash and soiled clothing.
- Food must NOT be stored in employee lockers.

I. Loose Objects- Staples, paperclips and tacks must not be taken into or pinned up in production areas as they are a potential foreign material issue.

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IV. Clothing and Personal Equipment

A. Approved Clothing – Employees and temporary employees must wear company approved clothing (smock). All outer garments and footwear shall be clean, in good repair, and devoid of fasteners that can come off and fall into the product stream.

1. A clean change of uniform is required daily at start of operation and kept reasonably clean during operation. Uniforms must always be clean and worn in a presentable fashion – Uniform shirts must be tucked in.

2. If clothing becomes excessively soiled, particularly with raw product and/or an allergen, the employee shall change into a clean uniform or clean smock before proceeding to their next job task.

3. Employees engaged in high-risk areas shall change into clean clothing or don temporary protective outerwear (such as booties worn in the Powder Bagging Room) when entering high risk areas.

4. Non-approved clothing must be covered by an approved garment, e.g., a lab coat, smock, or jacket. [Exception – Cold Box, Blow Mold and Maintenance (any area that is considered safety hazard area)]

5. Non-production employees, suppliers, and visitors who enter the plant must either cover non-approved clothing, e.g., with a smock, or wear clothing appropriate for their task, e.g., company issued uniform, and wear appropriate footwear that meet provisions above.

6. It is unacceptable to leave the premises with your uniform or work shoes on. Uniforms and plant use shoes are not to be taken home to be washed or be worn from home. Uniforms are laundered by an outside service contractor.

7. Supervisors and Management team members that do change at home, must wear a smock while in the production area accompanied by a second pair of shoes only for plant use. Otherwise, if Supervisors and Management team members change at the facility, they must change into street clothes and shoes before leaving the premises.

8. While utilizing the bathroom or break room, company issued smocks and jackets must be hung in the designated areas, such as the coat hooks outside the break room by the hampers, and in the hallway by the restrooms.

B. Pockets – Pockets above the waist should be removed or sewn shut.
   1. This policy applies to workers and supervisors in all GMP areas including maintenance and laboratory personnel.

   2. Exceptions shall be made for employees who work solely in finished product coolers that do not move back and forth through GMP areas.

C. Socks – Socks shall be worn.

D. Shoes – Shoes must be kept clean, neat and in good repair. Shoes worn in GMP areas shall be kept on site and not be taken home. Shoes worn for GMP, and safety purposes must be designed and constructed as follows:
   1. Fully enclosed – No open toes, open heels, open weave, or sandals.

   2. Made with leather or vinyl outer materials.

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3. Low heeled – heels not to exceed 1.5 inches.

4. Overall construction should be sturdy enough to provide impact protection. Steel-toed shoes may be required where personal safety is a concern.

E. Aprons – Disposable and Non-disposable Aprons
1. Non-disposable aprons shall be cleaned and sanitized when not in use or as needed. When not in use, they should be stored on designated racks or hooks, not on ingredients, product or equipment.
2. Disposable aprons are considered single use and must be changed after each break, upon re-entry into the processing area and when damaged.

F. Ear Protection – must be secured in one of the following ways to prevent foreign material contamination:
1. Earplugs must be tethered and tied onto the suspension of the hardhat or bump cap.

2. Earmuffs attached by head band.

3. Earplugs must be covered by a hair net.

G. Gloves – Gloves are required to be worn where there is direct hand contact with product, primary packaging, ingredients, and equipment.

1. Gloves must be maintained intact, clean, and in sanitary condition.
   i. If gloves become unsanitary or damaged, they must be replaced.

2. A glove must be worn on a hand that has a wedding ring that cannot be removed.

3. Gloves are not allowed to be worn in the restrooms.

4. Disposable gloves must be replaced every time you enter a protected area from an unprotected area.

5. Non-disposable gloves shall be cleaned daily after use and stored on racks or hook in the production area, not on ingredients, products, or equipment.

H. Sweaters and Warm Undergarments – If a sweater is used, it must be short-hair, close knit, lint free, and worn under an approved outer garment.
1. Warm undergarments such as turtleneck shirts may be worn under the uniform if completely covered by the uniform and loose fibers are avoided to prevent contamination.

2. Undergarments shall be close knit and lint free.

3. Cold storage areas:
   i. Hoodies and beanies - A hair net and beard net must cover all visible facial hair if the personnel are entering production area (Fluid, Culture, Butter, Ice-Cream, and Powder) or rework area located in the cold box. No hair nets or beard nets are required if the personnel are only loading pallets in the trailer or stacking packaged products in the cold box.

I. Helmets/Bump Caps – Helmets/bump caps must be always worn and maintained in a sanitary condition. Helmets/bump caps must not be used for storing or carrying objects such as cigarettes, notepads, pencils,etc.

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V. Hands

A. Hand Washing – Employees and temporary employees working in GMP areas must wash and sanitize hands at the following times:
   1. Before starting work,
   2. After each break or absence from the work area
   3. After visiting toilet facilities, and
   4. At any other times when hands have become soiled or contaminated (e.g., after handling non-product contact items, such as hoses, pallet jackets, etc.)

   Hands shall be thoroughly washed for a minimum of 30 seconds with warm water and soap.

B. Hand Usage – Employees should control their hand usage to avoid unsanitary and unsightly personal practices which are likely to result in contamination of food products. Hand contact with food products or product contact surfaces of food containers shall be minimized. Improperly handled product shall be disposed and not put back into the product stream. Specifically, hands should not be used to:
   1. Scratch the head or body.
   2. Touch the face, wipe the forehead, or adjust glasses.
   3. Place the fingers on or about the ear, nose, or mouth.
   4. Indiscriminately cover sneezing or coughing.
   5. Handle product samples for taste testing in an unsanitary manner.

C. Hand Lotions – Hand lotions shall not be used if the hands are in direct contact with product or product contact surfaces.

D. Hand Powder – Hand powder (e.g., baby powder) shall not be used if the hands are in direct contact with product or product contact surfaces.

VI. Hair, Face and Head Coverings

A. Hair Condition and Accessories – Employees and temporary employees working in GMP areas must comply with the following:
   1. Hair must be kept clean.
   2. Hair curlers, hair combs, and bobby pins are not allowed.
   3. A Barrette (2" or more) bar or clasp and scarf or bandanna neatly worn under hairnet is permitted.

B. Hair Restraints – Employees and temporary employees working in plant and warehouses shall wear hair restraining head coverings, such as hair nets, in such a way as to completely cover and contain the hair. No hair is permitted outside the hair net. Hair restraints worn in GMP areas must be supplied by the company and be of a close mesh type.

C. Facial Hair – Employees and temporary employees working in plant and warehouses should be clean shaven. If not, all facial hair shall be maintained in beard nets.

D. Safety considerations - Any employee who is required to wear a self-contained breathing apparatus or respirator must be clean shaven. This is essential for the equipment to provide adequate protection.

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E. Face Mask use guidance will be issued per CDC and California Department of Public Health requirements. (Subject to the Cal/OSHA COVID-19 Emergency Temporary Standards)

VII. Medical Screening will be mandated when CDC guidelines and California Department of Public Health requirements are issued

A. Each employee will have their temperature taken on the Wellness Clocks (health questions related to Covid symptoms will need to be answered)
   1. All employees who pass the wellness screening may proceed to their daily tasks.
   2. Any employee that fails the wellness check will be required to leave the premise immediately and notify HR and Safety

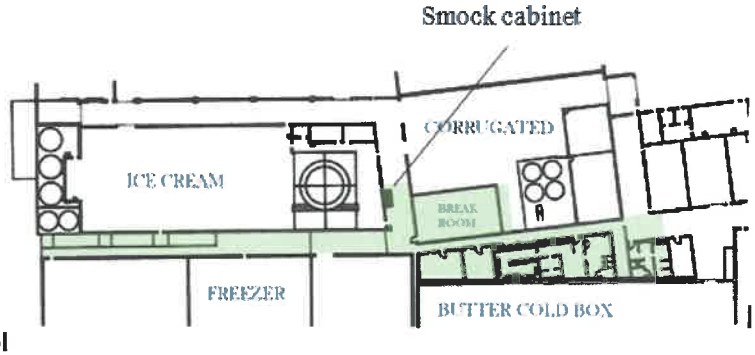
B. All Visitors are required to fill out Covid-19 Visitor Questionnaire prior to arriving at the facility. Temperature checks conducted at the Guard Shack or Front Office.

C. Temperature checks for Contractors are conducted at the Maintenance Shop.

D. All visitors and contractors are required to adhere to all Crystal Creamery covid-19 protection policies at all times. Failure to adhere to the policies will result in the person being asked to leave the facility.

E. During the visit to Crystal Creamery, the person agrees to immediately inform Crystal Creamery safety department should they experience any covid symptoms, get tested for covid or be informed they have been exposed to covid.

Shaded area below represents area where gloves, hair restraints, uniforms, smocks are <u>not required</u> to be worn.



VIII. Disease Control

A. Disease Control Policy – No person will be admitted to a GMP area if they have been exposed to, are affected with, or are a carrier of any potential source of microbial or viral contamination.
   1. Symptoms of a communicable disease may include diarrhea, vomiting, open skin sores, boils, fever, dark urine or jaundice.

   2. Once an employee is diagnosed with a communicable disease by a doctor, they are obligated to inform management. An employee may not return to work until a doctor has cleared them to return to work.

   3. No person shall be admitted to GMP areas if he or she carries or has been exposed to a communicable disease. Pathogens that are involved with communicable diseases include *Hepatitis A virus, Norwalk (like) viruses (Noroviruses), Salmonella typhi, Shigella species, Staphylococcus aureus, and Streptococcus pyogenes.* Other pathogens that are occasionally transmitted including *Campylobacterjejuni, Entamoeba histolytica, EHEC, ETEC, Giardia lamblia, Nontyphoidal Salmonella, Rotavirus, Taenia solium, Vibrio cholera 01, Yersinia enterocolitica and Cryptosporidium parvum.*

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B. Minor Cuts on Hands – Personnel with minor cuts or injuries on hands:
   1. Must review the condition with supervisor before reporting to the work site.
   2. Must be able to protect the wound and keep it clean and free from infection.
   3. Will be allowed to work on production lines provided the cuts are bandaged and covered with an impermeable sanitary material, e.g., gloves.

C. First Aid- all near misses and accidents must be reported to your supervisor.
   1. First Aid kits shall be provided to treat minor injuries. Blue metal detectable bandages are to be used on all areas of the body when bandages have to potential become a foreign material issue.
   2. First aid kits are maintained by an outside contracted service.
   3. Suitable arrangements shall be provided in circumstances where specialized care is needed.

D. Bodily Fluid Exposure – For incidents where bodily fluids, e.g., blood, are released in a GMP area, proper clean-up and sanitization procedures must be followed.

VIIII. Facilities

A. Lunch Rooms
   1. Separate lunch room facilities shall be provided away from food contact/handling zones.
   2. Lunch rooms facilities shall be well lit, provide adequate seating, be equipped with sink and faucet with hot and cold water, be equipped with refrigeration to store food, have a device which allows heat of food and be kept clean and free from waste materials and pests.
   3. Hand wash signage shall be displayed at all wash stations.

B. Sanitary Facilities
   1. Toilet rooms shall be designed and constructed so they are accessible to employees and separate from food processing or food handling operations, sufficient in number for the maximum number of employees, easily cleanable and maintained and kept tidy.
   2. Hand wash signage shall be displayed at all wash stations.
   3. Sanitary drainage shall not be connected to any other drains within the premises and shall be directed to a sewage system.

C. Change Rooms-Locker Rooms
   1. Facilities shall be provided to enable employees to change into and out of protective clothing.
   2. Change rooms shall be provided for employees engaged in processing operations where clothing can become soiled.
   3. Employees shall store their street clothing and personal items separate from food contact zones and food and packaging storage areas.

D. Personnel Access Doors
   1. Personnel entry to processing areas shall be through the personnel access doors only.

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2. Man doors are for employees where roll-up doors are meant for forklifts.

3. Do not prop doors open: All doors are to be kept closed.

IX. Visitors

A. Visitors shall sign in either at the front office or with the guard shack and obtain a visitor's badge and sign off on the GMP policy.

B. Visitors must be chaperoned by a company representative.

C. Visitors exhibiting visible signs of illness must not be allowed to enter areas in which food is handled or processed.

D. Visitors, including management and maintenance staff, must wear suitable clothing and footwear when entering any food processing and or handling areas.

E. Visitors shall remove all jewelry and other loose objects. Visitors who cannot remove a wedding band must wear a nitrile glove over it.

F. Visitors must wear gloves where deemed necessary such as high care areas.

G. Visitors must wear laundered or disposable smocks and hair restraints where deemed by these GMPs.

H. Visitors must enter and exit food handling areas through the proper entrance points.

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	CRYSTAL CREAMERY POLICY	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

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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

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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.

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Certificate of Analysis Statement

January 4, 2024

Crystal Creamery manufactures dairy food products that meet the strict U.S. Food and Drug Administration (FDA) and California Department of Food and Agriculture (CDFA) requirements for standard of identity and food safety.

These products are package in bulk format (totes, tankers, pallets of bags) for use by manufacturing customers as ingredients for their final products. Crystal also packages these items for consumer level usage in gallon and smaller jugs and cartons delivered through the retail supply chain.

Crystal Creamery creates Certificates of Analysis (COA) documents for the products packed in bulk format that show specific lab analysis results are in compliance with the published specifications for those products. Following industry practice, Crystal Creamery does not create COAs for consumer packaged products.

This document serves to certify that all Crystal Creamery products, whether packed in bulk or consumer packaging, comply with the specifications and regulatory requirements for that finished product.

Dave Heiss
Quality Assurance Analyst

Crystal Creamery, Inc.
529 Kansas Avenue, Modesto, California 95351 (866) 225-4821

CERTIFICATE OF LIABILITY INSURANCE

9/30/2024

DATE (MM/DD/YYYY) 4/2/2024

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, LLC CA License # 0B99399 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:	
INSURED 1515668	Crystal Creamery Inc. 529 Kansas Avenue Modesto CA 95351

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	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:** 20463576 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC X OTHER: SIR $50,000	N	N	57 CSE S82101	9/30/2023	9/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ Excluded $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Comp Ded/750,000 SIR Coll Ded/750,000 SIR	N	N	57 CSE S82102	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 25,000	N	N	42-UMO-324544-02	9/30/2023	9/30/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	57 WN S82100	9/30/2023	9/30/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liab	N	N	XC1EX00809-231	9/30/2023	9/30/2024	$15M x $10M	

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

CERTIFICATE HOLDER

20463576
Lodi Unified School District
Nutrition Services
840 S. Cluff Avenue
Lodi CA 95240

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH
FOOD AND DRUG BRANCH

PROCESSED FOOD REGISTRATION

CRYSTAL CREAMERY INC.
CRYSTAL CREAMERY
415 KANSAS AVE.
MODESTO, CA 95351

REGISTRATION NUMBER: 17395
EXPIRATION DATE: 1/31/2025

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

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

OSP 07 102308

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

Crystal Creamery Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

529 Kansas Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Modesto, CA 95351

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	4	–	3	4	7	2	1	2	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ *Debra Davis* **Date** ▶ 1/1/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	**THEN check the box for . . .**
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.