

PROPOSAL FORM

Name of Bidder: Sun Pacific Marketing Cooperative, Inc.

To: Newport Mesa School District, acting by and through the Board of Trustees, herein called the "DISTRICT."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposals, Calendar of Events, Information for Bidders, Proposal Form, Proposal Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restriction on Lobbying, W-9, Product Formulation Statement for Meat/Meat Alternate, Product Formulation Statement for Grains, Agreement, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Proposal Documents), the local conditions affecting the performance of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Proposal Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

RFP No. 121-25 Fresh Produce for Food Services

all in strict conformity with the Proposal Documents, including Addenda Nos. _____, _____, _____, on file at the office of the District pursuant to the sums as set forth in the Proposal Form Pricing Sheet.

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 Bidder agrees that this proposal shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is in full force and effect from **07/01/2025** – **06/30/2026**. The term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to DISTRICT the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification,

and the Criminal Records Check Certification within five (5) calendar days of the notice of award of the Agreement, or as otherwise requested in writing by District.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder as stated in Section 6.

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

Contact #1	
Position in Company	Account Executive
Name (Please Type)	Anjelie Eldredge
Address	1095 East Green Street
	Pasadena, CA 91106
Email	aeldredge@sunpacific.com
Phone Number	213-612-9957

Contact #2	
Position in Company	Vice President
Name (Please Type)	Melissa Heinrich
Address	1095 East Green Street
	Pasadena, CA 91106
Email	melissa@sunpacific.com
Phone Number	213-612-9957

Contact #3	
Position in Company	
Name (Please Type)	
Address	
Email	
Phone Number	

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

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

4552).

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

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

11. **It is understood and agreed by the bidder that time is of the essence.**

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

13. Bidder shall certify compliance in providing the following by checking below:

- ☒ Product Recall Program
 - **A copy of the bidders' Product Recall Program must be submitted with proposal.**
- ☒ Disaster Contingency Plan
 - **A copy of the bidders Disaster Contingency Plan must be submitted with proposal.**
- ☒ Food Security and Safety Program
 - **A copy of the bidders Food Security and Safety Program must be submitted with proposal.**

14. A recent copy of the bidder's health department report is attached hereto.

15. All foods meet the USDA's "All Foods Sold in Schools" Nutrition Standards.

16. Buy American - Domestic/Foreign Products. The USDA, Food and Nutrition Services encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the Buy American requirements that State DOE may consider are:

- a. The product is not produced or manufactured in the U.S. in sufficient quantities and are reasonably available in quantities of a satisfactory quality.
- b. Competitive research and bids reveal the costs of the U.S. product are significantly higher than the non-domestic product.

This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their proposal submission. Bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this solicitation. Failure to include such information on the proposal submission can result in product rejection at the bidder's expense. If bidder is quoting on a foreign product, it must be noted on the proposal and the reason for bidding a foreign product must be disclosed.

The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless approved by the District and/or are either of the two (2) exceptions approved by the State DOE.

17. Failure to complete the Proposal Form and Proposal Form Pricing Sheet in its entirety may render a bidder nonresponsive.

18. List of References. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide Fresh Produce.

1. Name: Long Beach Unified School District

Address and Telephone: 3333 Airport Way, Long Beach, CA 90806

562-427-7923 ext. 1238

Contact Person: Kelly Moffa - Administrative Dietitian

Description of Product: Cuties® mandarins

2. Name: Sacramento City Unified School District

Address and Telephone: 3101 Redding Avenue, Sacramento, CA 95820

916-395-5600 ext.460027

Contact Person: Karen Weber - Procurement & Warehouse Manager

Description of Product: Cuties® mandarins

3. Name: Kern High School District

Address and Telephone: 3701 East Belle Terrace, Suite B, Bakersfield, CA 93307

661-827-3190 ext. 51330

Contact Person: Donald Vegas - Buyer Coordinator

Description of Product: Cuties® mandarins

4. Name: Oakdale Joint Unified School District

Address and Telephone: 1235 East D. Street, Oakdale, CA 95361

209-847-7971

Contact Person: Jason Beach - Director

Description of Product: Cuties® mandarins

5. Name: Pixley Union Elementary School District

Address and Telephone: 300 N. School Street, Pixley, CA 93256

559-757-3131 ext. 2701

Contact Person: Wendy McPhetridge - Director

Description of Product: Cuties® mandarins

PROPOSAL FORM PRICING SHEET

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

**Bidder must submit Nutrition fact label and product label for each item with bid submission.
Bidder shall insert "no bid" for line items will not be bid on.**

Whole Fruit & Vegetable						
Item #	Product Description	Pack Size	Usage	Specifications	Alt Pack Size	Price
1	APPLE, FUJI, XFCY	163 CT/40#	100	Grade # 1 or better, 1/2 cup	No bid	No bid
2	APPLE, GALA, XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup	No bid	No bid
3	APPLE, RED DEL XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup	No bid	No bid
4	BANANA, PETITE, GREEN TIP	40 LB	1300	Grade # 1 or Better	No bid	No bid
5	BELLPEPPER, GREEN MED	5 LB	10	Grade # 1 or Better	No bid	No bid
6	BELLPEPPER, RED MEDIUM	5 LB	15	Grade # 1 or Better	No bid	No bid
7	BELLPEPPER, GREEN CHOICE	5 LB	10	Grade # 1 or Better	No bid	No bid
8	BLUEBERRIES	12/6 oz	5	Grade # 1 or Better	No bid	No bid
9	CHILE, JALAPENO	1 LB	50	Grade # 1 or Better	No bid	No bid
10	CUCUMBER, REGULAR LUG	36 CT	125	Grade # 1 or Better	No bid	No bid
11	GREEN ONION	6 CT	12	Grade # 1 or Better	No bid	No bid
12	KIWI, 36VF, 108 CT	20 LB	60	Grade # 1 or Better	No bid	No bid
13	LEMON, CHOICE	5 LB	20	Grade # 1 or Better	No bid	No bid
14	MELON, CANTALOUPE	1 CT	20	Grade # 1 or Better	No bid	No bid
15	MELON, HONEYDEW	1 CT	20	Grade # 1 or Better	No bid	No bid
16	MELON, WATERMELON SEEDLES	EA	20	Grade #1 or Better	No bid	No bid
17	NECTARINE, YELLOW/WHITE VF	100 CT	10	Grade #1 or Better	No bid	No bid
18	ONION, YELLOW MEDIUM	5 LB	20	Grade #1 or Better	No bid	No bid
19	ORANGE, NAVEL FANCY	113 CT	50	Grade # 1 or Better	No bid	No bid
20	ORANGE, VALENCIA FANCY	113 CT	50	Grade # 1 o Better	No bid	No bid
21	SNAP PEAS, STRINGLESS	10 LB	250	Grade # 1 o Better	No bid	No bid
22	MANDARINS *1 pallet min.	25 LB	50	Grade # 1 o Better	#20 LB	\$22.25
23	PEACH, YELLOW/WHITE VF	25 LB	20	Grade # 1 or Better, 1/2 cup	No bid	No bid
24	PEAR, BARTLETT 135CT US#1	135 CT	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup	No bid	No bid

Whole Fruit & Vegetable						
Item #	Product Description	Pack Size	Usage	Specifications	Alt Pack Size	Price
25	PINEAPPLE, COSTA RICAN GOLD	EA	20	Grade # 1 or Better,	<i>No bid</i>	<i>No bid</i>
26	PLUM, RED/BLACK VF, 130CT	28 LB	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup	<i>No bid</i>	<i>No bid</i>
27	POTATO, RUSSET 60 COUNT	60 count	5	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
28	STRAWBERRY, CALIFORNIA	8/1 LB	1250	Grade #1 or Better	<i>No bid</i>	<i>No bid</i>
29	TANGERINE, MINNEOLA 125CT	125 CT	3000	Grade #1 or Better	<i>No bid</i>	<i>No bid</i>
30	TOMATO, GRAPE CLAM MEDIUM	12/1 PT	225	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
31	TOMATO, 5X6	FLAT/60 count	100	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>

Processed Fruit & Vegetable						
Item #	Product Description	Pack Size	Usage	Specifications	Alt Pack Size	Price
1	APPLE GREEN, SLICED	100/2oz	50	1/2 cup portion	<i>No bid</i>	<i>No bid</i>
2	APPLE RED, SLICED	100/2oz	2000	1/2 cup portion	<i>No bid</i>	<i>No bid</i>
3	APPLE GREEN, SLICED	5 LB	300		<i>No bid</i>	<i>No bid</i>
4	BABY CARROT, PEELED PETITE/SLIM	5 LB BAG	500	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
5	BABY CARROT, PEELED	100/2.6 oz	2500	1/2 cup portion	<i>No bid</i>	<i>No bid</i>
6	BELLPEPPER GREEN DICED 1/4"	5 LB	5	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
7	BELLPEPPER RED DICED 1/4"	5 LB	5	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
8	BELLPEPPER, RED 1/4"-JULIENNE	5 LB	5	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
9	BROCCOLI, FLORET	4/3LB	120	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
10	CARROT, COIN 3/16"	5 LB	5	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
11	CARROT, SHREDDED	5 LB	5	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
12	CARROT, STICKS 4"x3/8"	5 LB	10	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
13	CAULIFLOWER, FLORETS	4/3 LB	150	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
14	CELERY STICKS, 4"x3/8"	4/5 LB	100	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
15	CUCUMBER, SLICED W/SKIN 3/8"	5 LB	500	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
16	EDAMAME, SHELLLED	4 LB	200	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
17	GARLIC, MINCED OR CHOPPED	4/1 QT	10		<i>No bid</i>	<i>No bid</i>
18	GRAPES, IW	50/2 OZ	100	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
19	JICAMA, STICKS 4"x3/8"	5 LB	600	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
20	LEMON JUICE, FRESH	GAL	15	EA	<i>No bid</i>	<i>No bid</i>
21	LETTUCE, ROMAINE CHOPPED 1"	6/2 LB	50	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
22	LETTUCE, GREEN LEAF, FILLETS	2/5 LB	300	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>

Processed Fruit & Vegetable						
Item #	Product Description	Pack Size	Usage	Specifications	Alt Pack Size	Price
23	LETTUCE, SALAD MIX 4-WAY "(ROMAINE/ICEBERG/RED CABBAGE/SHREDDED CARROTS)"	4/5 LB	200	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
24	LETTUCE, SHREDDED 1/4"	4/5 LB	170	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
25	MELON, CANTALOUPE, CHUNKS	5 LB	10	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
26	MELON, HONEYDEW, CHUNKS	5 LB	10	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
27	MELON, WATERMELON, CHUNKS	5 LB	10	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
28	ONION YELLOW DICED 1/4"	5 LB	10	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
29	PINEAPPLE, CHUNKS	5 LB	10	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
30	PINEAPPLE, SPEAR, IW	50 CT	200	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
31	PICO DE GALLO	5 LB	50	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
32	SPINACH, CELLO CLEAN BAG	2.5 LB	320	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>
33	ZUCCHINI, COINED 1/4"	5 LB	400	Grade # 1 or Better	<i>No bid</i>	<i>No bid</i>

The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual Name: Melissa Heinrich
Signed by: Melissa Heinrich
Print Name: Melissa Heinrich
Date: 5/12/2025
Business Address: 1095 East Green Street
Pasadena, CA 91106
Telephone: 213-612-9957

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)
Business Address: _____

Telephone: _____, President Date: _____
Signed by: _____, President Date: _____
Print Name: _____, President Date: _____
Signed by: _____, Secretary Date: _____
Print Name: _____,

Secretary [Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____
Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____
Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____,
Partner Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed by: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

SAMPLES

Samples of Fresh Produce **will** be required for evaluation and taste testing. Samples will be required to be delivered to the District **at the bidders expense**. Bidders are hereby notified to have samples ready and submitted for prompt evaluation by **May 19, 2025 by 10:00AM**. Requested samples **which cannot** be provided at that time may not be considered for award. All samples should be prepared and presented as they would be served to students.

Sample Requirements:

QUANTITY	PRODUCT	PACK SIZE
3 Packages	APPLE GREEN, SLICED	100/2 oz
1 Bag	CAULIFLOWER, FLEURETTES	5 LB
3 Packages	BABY CARROTS, PEELED	100/2.6 oz
1 Bag	ZUCCHINI, SLICED 1/4 "	5 LB
1 Bag	CUCUMBER, SLICED W/SKIN 3/8"	5 LB
1 Bag	JICAMA, STICKS 4"x3/8"	5 LB
1 Bag	BROCCOLI, FLEURETTES	5LB
1 Bag	LETTUCE, SALAD MIX 4-WAY (ROMAINE, ICEBERG/RED CABBAGE/SHREDDED CARROTS)	5 LB
1 Case	BANANA, PETITE GREEN TIP	1 CASE
1 Bag	SPINACH, CELLO CLEAN BAG	2.5 LB
1 Tray	PICO DE GALLO, FRESH	5 LB
1 Bag	PARMESAN, SHREDDED	5 LB
1 Bag	CHEDDAR, MILD, SHREDDED	5 LB
1 Bag	FETA, CRUMBLED	5 LB
1 Case	TOMATO, 5X6	1 CASE
1 Flat	TOMATO, CHERRY	1 FLAT

Taste Testing. The evaluation committee will rate samples based on the following:

Taste/Flavor	Great taste and flavorful	Acceptable	Flavor was not appealing
Appearance of Packaging	Great	Acceptable	Unappealing
Appearance of Food Item	Appetizing	Acceptable	Unappetizing
Aroma/Smell	Wonderful Aroma	Acceptable Aroma	Aroma not appealing/ Unappetizing
Overall Quality	Extremely Acceptable	Acceptable	Unacceptable

PRODUCE PROPOSAL AWARD POINT SYSTEM

The District has chosen to implement a point system to make award(s). This RFP will be awarded in two categories: whole produce and processed produce. The following scoring system will be used in determining which proposals will most closely meet the best interests of the District.

There is a possible score of 100 points, any bidder that scores under 75 points will not be considered.

Cost

The Proposal with the most bid line items with the lowest cost: (highest count):

Lowest Cost Proposal	45
2nd Lowest Cost Proposal	35
3rd Lowest Cost Proposal	25

Criteria/Evaluation (Please see page 25)

Please provide supporting documentation for the criteria/evaluation section.

Rated best able to meet the produce specifications	50
Rated 2nd best able to meet the produce specifications	40
Rated 3rd best able to meet the produce specifications	30

Bid Packet Response

Proposer must submit a bid packet that is complete, which contains all of the requisite forms and attachments.

Able to meet bid packet requirements	5
Not able to meet bid packet requirements	0

Total _____/100

CRITERIA/EVALUATION

Please provide supporting documentation for each section below that demonstrates your ability and capabilities of supporting our district needs.

Criteria	Maximum Points
Delivery Lead Times: The bidders should be able to deliver whole produce with next day delivery. The bidders should be able to deliver processed produce utilizing a two-day lead time.	20
Recovery: The bidder should be able to correct short, incorrect or poor-quality deliveries of whole produce overnight by 7am the following morning. The bidder should be able to correct short, incorrect or poor-quality deliveries of processed produce the same day. Recovery may be rated based on past actual experience with the vendor, responses, references and/or interview.	10
Customer Service: The bidders should demonstrate their ability to promptly respond to requests for information and to resolve complaints and issues. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the district in promoting school meal programs. Customer service may be rated based on past actual experience with the vendor, responses, references and/or interview.	10
Taste/acceptability from customers	10
Total	50

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106)

The undersigned declares:

I am the Vice President of Sun Pacific Marketing, the party making the foregoing proposal.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/12 [date], at Pasadena [city], CA [state].


Signature

Melissa Heinrich
Print Name

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

The **Sun Pacific Marketing Cooperative, Inc.**

Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause of default?

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT **Sun Pacific Marketing Cooperative, Inc.**

Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.


Signature and Title of Authorized Official

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, Melissa Heinrich, hereby certify on behalf (name of offeror) of
Sun Pacific Marketing Cooperative, Inc. that:

(Firm name)

1. No Federal appropriated funds have been 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

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

Executed this 12 day of May, 2025.

By Melissa Heinrich
(Signature of authorized official)

VP
(Title of authorized official)

BUY AMERICAN WAIVER EXCEPTION LIST

This documentation is required for all food items that **are not** produced and processed in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

Exceptions. The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

- (1) recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- (3) the cost of U.S. produced food products is significantly higher than foreign products.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]

Line Item Number	Description	Domestic Price	Non-Domestic Price (Foreign Product)	Reason for Waiver	Country of Origin
Sample	Sample: Ground Cinnamon	NA		Product is not produced in the U.S. in sufficient and reasonable quantities	
Sample	Sample: Canned Pineapple	\$29.95	\$59.95	U.S. Canned Pineapple is Significantly higher in cost (more than 10%)	

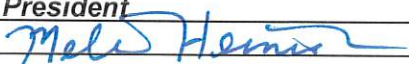
(Copy, complete and sign for additional line items)

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 this certification, the Proposer is acknowledging the Buy American requirements per Instructions and will provide the requested documentation when offer of awarded item has been made to Distributor.

Company: **Sun Pacific Marketing Cooperative, Inc.**

Print Name: **Melissa Heinrich**

Title: **Vice President**

Signature: 

Date: 5/12/2025

CERTIFICATION AND DISCLOSURE STATEMENTS

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

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

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

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

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

Certification Regarding Lobbying

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

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

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

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple

contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.

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

SFAs with Food Service Management or Consulting Contracts

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

Summary

• *Suspension and Debarment Certification*

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

• *Certification Regarding Lobbying*

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

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Contractor or Existing Contractor (Lower Tier Participant):

Melissa Heinrich UP
Printed Name Title

Mel Heinrich 5/12/25
Signature Date

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

G: SNP: DEBARMENT

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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING 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

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: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial Award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
4. Name and Address of Reporting Entity: Prime Subwardee Tier _____, if known Congressional District, if known:		☐ If Reporting Entity in No. 4 is Subwardee, Enter Name and Address of Prime: Congressional District, if known:
☐ Federal Department/Agency:		☐ Federal Program Name/Description: CFDA Number, if applicable:
☐ Federal Action Number, if known:		☐ Award Amount, if known: \$ _____
☐ 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 N/A Deferred Other; specify: _____
☐ Form of Payment (check all that apply): Cash In-Kind; specify: Nature _____ Value _____		
☐ Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s) or member(s) contacted, for payment indicated in No.11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No (circle one)		

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: _____

Melissa Heinrich

Print Name: _____

Melissa Heinrich

Title: _____

VP

Telephone No: _____

661-803-1052

Date: _____

5/12/25

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

Item # & Description:		Bulk Cuties - 24 size	
Grade:	US #1		
Varieties:	Clementine, Tango and W.Murcott		
Country of Origin:	USA		
<u>Packaging Specifications</u>			
Pack Size / Count:	24 size /100 pieces		
Pack Cube / Weight:	20-25 lb		
Packaging Details:	Bulk Corrugated Box		
<u>Item Label Requirements</u>			
Item #:	No	Product Title:	Yes
Country of Origin:	Yes	Grade:	Yes
Pack Date:	No	Best Before:	No
		Bilingual:	No
		Weight / Count:	Yes
		Item # & UPC	Cuties stickers
<u>Item Details – Visual Specifications</u>			
Colour:	Orange/Yellow skin, with limited green		Shape: Uniform, round shape
Comments:	➤ Mature, firm and well formed fruit. ➤ No more than 1/3 of the surface affected by discoloration ➤ Free from damage from bruising, creasing, sunburn and insect damage		
Unacceptable Defects:	➤ Mold or decay ➤ Dryness or mushy condition ➤ Skin breakdown		
<u>Item Details</u>			
Weight:	20 - 25lbs net fruit/ 24 size /100 pieces per case		
Size:	Diameter: 2.4" to 2.5"		
Acceptable Temperature Range:	(40°F to 44°F)		
Minimum Acceptable Shelf Life (From Receipt):	N/A		

SUN PACIFIC - MARICOPA		
Doc #: SOP #9.8	Title: Recall SOP #9.8 (Page 1 of 3)	Date Created: 02/20/2011
Version #: V 3.0	Prepared By: Certified Quality Assurance, LLC.	Date Revised: 04/01/2019

Recall SOP

POLICY

Sun Pacific –Maricopa (SPM) will follow the Sun Pacific Corporate Recall and Traceability plan in the event of a recall. SP Corporate and SPM will work cooperatively to initiate and carry out a recall involving the product.

PURPOSE

To outline the recall process within SPM and ensure that all procedures are in place to work cooperatively within the Sun Pacific Corp. Recall Plan.

SCOPE

This procedure applies to all products packed by the Company.

RESPONSIBILITY

Food Safety Officer/CQA are responsible for SOP development.

Sun Pacific President, Al Bates, who serves as the Company Recall Coordinator is responsible for SOP enforcement.

PROCEDURE(S)

1.0 Recall Procedures

- 1.0 Sun Pacific Corporate Recall and Traceability plan will be followed in the event of a recall.
 - 1.0.1 Quality issues that may lead to a customer claim are sent directly to Victoria Nuevo-Celeste in the marketing department in the Pasadena sales office. Consumer complaints are directed to Sun Pacific Sales as well.
 - 1.0.2 If SPM is contacted by regulators, customers, consumers or other parties where illness, injury or death is alleged or has occurred, contamination is alleged, or regulatory action is initiated SPM will notify Al Bates, President immediately. If President is unavailable SPM will contact Sun Pacific POM, John Rios. If neither is available SPM will contact Sun Pacific Corporate Sales, Barney Evens. The contact information is found on the Recall and Traceability plan.
 - 1.0.3 Packinghouse will notify Al Bates, President if a situation occurs at the packinghouse or field such as suspected product adulteration that would require the recall program to be put into effect.
- 1.1 Sun Pacific-Maricopa, responsibilities as part of the Recall Team are as follows:
 - 1.1.1 Participate on Crisis Management Team to make recall decision
 - 1.1.2 Using pertinent product codes and other data, conduct Trace-Back and trace forward of suspect product to grove(s) of origin, all pack dates.
 - 1.1.3 Identify amount of suspect product in inventory and place on hold (both fresh and products grade fruit.) Dispose of affected product under direction of Recall Coordinator.
 - 1.1.4 With SP Sales and Al Bates providing to the recall team a complete list of customers, order numbers that have received suspected product and amount of product shipped to each.
 - 1.1.5 Contact Juice Division to identify suspect fruit delivered to facility and products grade fruit on hold at the packinghouse.

SUN PACIFIC - MARICOPA		
Doc #: SOP #9.8	Title: Recall SOP (Page 2 of 3)	Date Created: 02/20/2011
Version #: V 2.0	Prepared By: Certified Quality Assurance, LLC.	Date Revised: 10/10/2014

- 1.1.6 Develop documentation for Recall Coordinator to be provided to FDA demonstrating all products shipped and on-hand is accounted for.
- 1.1.7 Gather all relevant growing, harvest and packing/shipping records such as pesticide treatments, GMP, GAP records, microbiological tests, sanitation records etc. required for Health Hazard Assessment and root cause analysis.
- 1.1.8 Cooperate with regulatory officials during investigation.
- 1.2 Reasons for initiation, recall classes, procedures, etc. are listed in the SP's Corporate Recall and Traceability plan, along with contact persons.
- 1.3 Sun Pacific-Maricopa Packinghouse Contact Persons:

Name	Position	24 Hour Contact Information
Al Bates	Primary Contact	559-804-0559
Justin Murphy	Secondary Contact	661-496-5095
Barney Evans	Alternate Member	626-893-6910

2.0 Mock Recalls

- 2.1 Sun Pacific-Maricopa (SPM) will conduct a packinghouse mock recall at least every 6 months to test the traceability system of the fruit. One mock recall per year will be performed for packing material. All product should be successfully traced within 2 hours.

Responsibility: Food Safety Officer

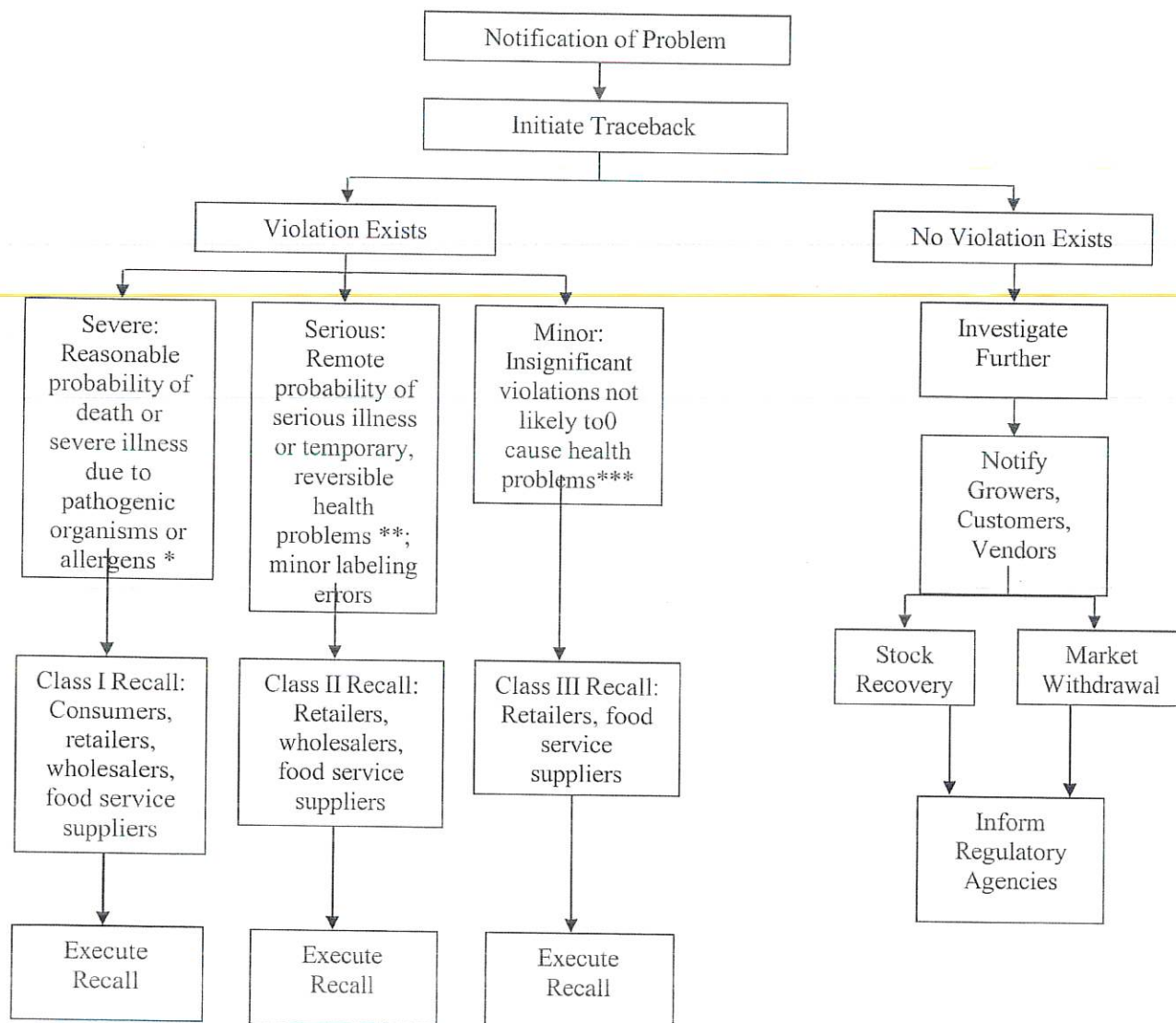
Mock recall Instructions:

1. Choose a product and code date and imagine that a call has been received by the health department, consumer, customer or the FDA that identifies a risk with this Sun Pacific product. Records for this product will be gathered the quantity produced, in inventory, and in distribution.
2. Clearly document product ID and the degree of risk associated.
3. Consider the recall category and document.
4. Document the time the mock recall is initiated.
5. Contact shipping, receiving, production and food safety and notify them that a mock recall is underway and what information you need from them.
6. Record time of each contact.
7. Gather information obtained from each department. Records to look for: production records, chlorine logs, quality reports, juice and culls destination and quantity records, inventory reports and shipment records with customer IDs.
8. Review information for completeness and accuracy.
9. Once all necessary information has been collected and product can be accounted for, record time and calculate the duration of the mock recall. Mock recall should take no more than 2 hours. Document the exercise on FSF #9.12 - Mock Recall Summary Form.
10. If the exercise was unsuccessful; i.e. the time limit was exceeded or there were discrepancies in accounting, the mock recall will be conducted again within a period of one month.

DOCUMENTATION

Packinghouse Mock Recall (once every six months on fruit product)
Mock-Recall on packaging Material (1/year)
SP Corporate Recall and Traceability Plan
FSF #9.12 – Mock Recall Summary Form

SUN PACIFIC - MARICOPA		
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* - Organisms such as *Listeria monocytogenes*, *Clostridium botulinum*, *E. coli* O157:H7, *Salmonella enteritidis*; items such as peanuts, tree nuts, eggs, sulfites.

** - Organisms such as most *Salmonella*, generic *E. coli*, certain food colors and sulfites.

*** - Minor violations such as product quality and slight packaging errors.

SUN PACIFIC - MARICOPA		
Doc #: SOP #13.1	Title: Crisis Management Program SOP #13.1 (Page 1 of 11)	Date Created: 11/12/2013
Version #: V 5.0	Prepared By: Certified Quality Assurance, LLC.	Date Revised: 10/17/2019

POLICY

Sun Pacific-Maricopa (SPM) requires a crisis management plan be in place to address incidents and situations that impact food safety and compliance.

PURPOSE

The purpose of the incident management program is to ensure proper business continuity planning based on known threats to the business, which may or may not affect product quality or safety. Program design is in accordance with FDA standard criteria for management of incidents. This document defines methods and responsibilities to effectively deal with a business crisis and still deliver safe and good quality food.

When unsafe, illegal, or critically non-conforming product has left the control of the firm, the product withdrawal and recall SOPs exist to specifically address incidents of this nature.

SCOPE

All personnel and management who are on or off premises.

RESPONSIBILITY

Responsibilities relative to activities in this document are defined throughout the document. An entry in the corrective action log must be completed by any member of the crisis team if unforeseen hazards or crisis occur. A copy of the completed form must be submitted to the Crisis Team Leader within 1 week of the incident for review and further action, if warranted.

The Crisis Team Leader is responsible for ensuring team members are trained and records of training are documented. It is the responsibility of the FSM, to evaluate and make appropriate disposition decisions and control the process as appropriate. Only the FSM has the authority to make disposition decisions relative to potentially non-conforming materials.

The Team Leader is responsible for leading the annual review, test and verification of the system through a mock exercise.

The Team Leader is responsible for convening the team in the event of a crisis that could impact product quality/food safety and/or continuity of supply.

It is the responsibility of the FSM to perform inspection activities following an event, so that appropriate identification of potential food quality or safety problems can be identified, controlled and corrected (Corrective and Preventive Action SOP). This is all performed through a root cause analysis with corrective actions.

It is further the responsibility of the team leader to inform McDonald's should there be any highly undesirable outcome, which may or will negatively impact McDonald's.

The team leader with company managers shall make the determination whether product involved in a crisis can be released or kept on hold and eventually disposed. The released product may be either sent to the customer or reprocessed or stored prior to release by another Sun Pacific facility.

PROCEDURES

The definition of incidents relative to this plan is important to clarify when it would be invoked. Incidents are those events that may affect the product, making it critically non-conforming and unwholesome, unsafe, or illegal (non-compliant).

SUN PACIFIC - MARICOPA		
Doc #: SOP #13.1	Title: Crisis Management Program (Page 2 of 11)	Date Created: 11/12/2013
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Crisis or emergency situations that were not anticipated or expected must be addressed effectively to minimize potential for injury or loss. Effective management of emergency situations is favorably impacted by the degree of planning that takes place.

Effective measures to handle raw or process problems directly impacting the food quality or safety, which are caused by problems with utility supplies (power, water), natural disasters (fire, flood, earthquake), or other unplanned events (ammonia/freon leaks/worker strike etc.) are necessary to ensure business continuity.

Food Defense/Crisis Management Committee

A Crisis team was designated for the purpose of ongoing review and control of Crisis. Senior management personnel are designated to lead the team. The team consists of persons with functional responsibilities for the operation including:

NAME	TITLE
John Rios	SPM General Manager
Manuel Sandoval	Packinghouse Manager
Susana Rodriguez	Food Safety Manager/HACCP Coordinator
Position not filled at this time	Food Safety Coordinator
Domenica Velasquez	Food Safety Officer
Jesus Dominguez	Sanitation Supervisor
Gloria Quintero	Pack Supervisor
Petra Quintero	Pack Supervisor
Alejandra Ramirez	Pack Supervisor
Uriel Hernandez	Receiving Supervisor
Alfonso Valtierra	Maintenance Supervisor
Martin Perry	Shipping Supervisor

To conduct ongoing review of business continuity measures, the team meets annually and discusses the systems and any new information that indicates the need for change. A record of team meetings is kept on file.

A senior management person is designated as the person responsible for business continuity and crisis. Since most crisis situations are unexpected or unforeseen, the ability to reach team members 24/7 is necessary. The crisis team is responsible for maintaining a current list with emergency contact information. They are identified in the Crisis Team Emergency Contact List below.

Crisis Team / Buyer Emergency Contact List:

NAME / POSITION	Office Phone #	Cell Phone #s
Justin Murphy/ SPM General Manager	661-847-1015	661-4965095
Manuel Sandoval/ Packinghouse Manager	661-847-1015	661-979-3731
Susana Rodriguez/ Food Safety Manager/HACCP Coordinator	661-391-8330	661-205-7939
Position is not filled at this time	661-847-1015	559-368-4716
Domenica Velasquez/ Food Safety Officer	661-847-1015	661-979-9770
Jesus Dominguez / Sanitation Supervisor	661-847-1015	

SUN PACIFIC - MARICOPA		
Doc #: SOP #13.1	Title: Crisis Management Program (Page 3 of 11)	Date Created: 11/12/2013
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Crisis Team / Buyer Emergency Contact List: (cont.)

NAME / POSITION	Office Phone #	Cell Phone #s
Gloria Quintero / Pack Supervisor	661-847-1015	
Petra Quintero/ Pack Supervisor	661-847-1015	
Alejandra Ramirez/ Pack Supervisor	661-847-1015	
Uriel Hernandez/ Receiving Supervisor	661-847-1015	
Alfonso Valtierra/ Maintenance Supervisor	661-847-1015	
Martin Perry/ Shipping Supervisor	661-847-1015	661-979-3695
Jerry Roney/Quality Systems Manager, McClement Management Group	661-847-1015	630-664-6958

Elements of the Crisis Plan

The crisis plan includes:

- A designated Senior Management person who is responsible for decision making, leading the team, and initiating actions when an incident occurs.
- Nomination and training of a crisis team. The team members are nominated by Senior Management, trained, and added to the team list with emergency contact information. Specific training for each crisis team member is performed and documented. Training involves review of this SOP and the duties and expectations for each team member, along with review of the records related to the latest crisis system test. Training may be performed by the crisis team leader, or an outside consultant. It is documented per the Training SOP.
- Controls discussed subsequently in this document include appropriate controls to ensure a business crisis does not affect product quality, safety, or conformance to requirements.
- Procedures for creating and maintaining a crisis alert contact list. This includes emergency contact information for customers and regulators, as outlined in the Product Withdrawal and Recall SOP and utility company contacts, as noted later in this document.
- Sources of legal and technical advice are as detailed in the Product Withdrawal and Recall SOP.
- Established responsibility for internal communications and communicating with authorities, external organizations and the media.

Annual Business Continuity Plan Review

- The Crisis Plan is reviewed, tested and verified at least annually.

Records of Business Continuity Plan Review

- A record of the annual review of the plan is completed by the Crisis Team Leader. The Annual Crisis (Business Continuity) Plan System Test and Review Meeting Record are completed by the team for the event, and for the review meeting following the event. Records are kept on file per the Records Review, Verification and Retention SOPs.

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Systems Assessment

- The Crisis/Business Continuity plan assessment involves a review of current procedures and controls in light of the potential for a crisis occurring. This could include power outages, fire, flood, earthquakes, storm damage, major process equipment breakdown, or other events.
- The probability of a major equipment breakdown affecting continuity of business is remote because every major piece of equipment has redundancy, with multiple pieces of equipment (across multiple lines), or the ability to manually perform that element of the process.
- Crisis which could affect all equipment and the operations altogether would be power outages, gas disruption, earthquake damage, fire and flood.

Emergency Contact Information

- Emergency contact information is maintained. Refer to the Product Withdrawal and Recall program for specific information and contact detail beyond what is noted in this document (Crisis Team Emergency Contact List).
- It is the responsibility of the FSM to ensure the Crisis Team Contact List current, through review prior to initiation of the annual system test, and when significant changes are made to the organization which causes the need, such as expansion of operations, company reorganization, changeover in roles, etc.

Natural Disasters

o Earthquakes/Floods/Fires

- Fire sprinklers and alarm systems are appropriately installed for the operation. Smoke detectors detect smoke and trigger response directly from the fire department. Appropriate evacuation routes for fires have been established and are posted on walls. Evacuation drills and maintenance and posting of emergency evacuation routes/signage are conducted as an important element of the plant safety program. Fire extinguishers (manual) are installed on marked, wall stands throughout the facility.
- Fire alarms are connected to the security system, which notifies the emergency security alarm and the fire department.
- If an earthquake occurs, all personnel are instructed to calmly move to doorways within the facility, which do not adjoin windows. Once the earthquake has passed, personnel will be instructed by their supervisors as to next steps. Water leaks, gas, steam, or damaged electrical systems will be addressed by turning them off at their main sources.
- All personnel are instructed to dial 9-1-1 in the event of any kind of an emergency situation. This can be done by dialing 9-1-1 from any phone in the facility. They should immediately notify their supervisor, the plant manager, and emergency services should be met at the front of the building to direct them.
- If the disaster occurs during off hours, the crisis team emergency phone list is used to call and notify the team to arrange a meeting place or action.
- In the event of a flood, fire, or any crisis which could have caused damage to the product, packaging, WIP, ingredients, equipment or finished products, all potentially affected items must be placed on hold for critical evaluation by the FSM, with a formal evaluation and disposition, per the Non-Conforming Goods and Equipment program. Smoke, water, cryogas, or other like disasters can lead to significant problems in food or packaging which may not be visibly evident, and require detailed, critical inspection prior to release. Sorting to dispose visibly affected product, and reclaim apparently unaffected materials, may be inadequate to control food safety hazards.

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Utility Breakdowns (Power Outages, Gas, Water Stoppages)

o Energy Loss/Electricity:

- The crisis management team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety. The utility service is immediately contacted with an operable phone. A cell phone may be needed for this purpose.
- If the electricity loss has or will affect the production process, the Team orders a halt to the process.
- If any product has been contaminated or is suspect of being contaminated, it is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
- The Security/Crisis Team determines the source of the failure and orders actions necessary to abate the problem. If a source of electricity is critical to maintain product safety, appropriate portable sources such as generators are ordered by the team.
- Assigned personnel contact the necessary entities.
- Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.

o Energy Loss/Electricity:

- o Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

o Gas:

- The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety.
- If the gas loss has or will affect the production process, the Team orders a halt to the process.
- If any product has been contaminated or is suspect of being contaminated, it is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
- The Security/Crisis Team determines the source of the failure and orders actions necessary to abate the problem. If a source of gas is critical to maintain product safety, appropriate portable sources are ordered by the team.
- Assigned personnel contact the necessary entities as noted in Item 2 above.
- Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
- Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

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Water Disruption/Contamination

- Flow Loss:
 - The Security/Crisis Team immediately evaluates the situation and determines if the flow loss directly or indirectly affects food safety.
 - If production is or can be negatively impacted, the team orders production to be halted. Similarly, if the situation has or may negatively impact product receipt or storage, such activities are also ordered to be halted.
 - Product of any type that has been contaminated or is suspected of being contaminated is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
 - Assigned personnel contact the necessary entities as noted in Item 2 above.
 - Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
 - Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

Supply contamination:

- In the event of water supply contamination, all personnel must follow the worker safety procedures outlined in the company hazard communication plan (not part of this document).
- The Security/Crisis Team immediately evaluates the situation and determines the type of contamination, the severity of the problem and its actual and potential impact on food safety.
- If the water contamination has or will affect the production process, the team orders a halt to the process.
- If any product has been contaminated or is suspect of being contaminated, it is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
- The Security/Crisis Team determines the source of the contamination and orders actions necessary to abate the problem. Further, the team orders appropriate water supply treatment and subsequent laboratory testing to ensure the contamination issue has been resolved.
- Assigned personnel contact the necessary entities as noted in Item 2 above.
- Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
- Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

Plumbing Failures

- Water Supply Lines:
 - The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety.
 - If the water supply line failure has or will affect the production process, the team orders a halt to the process.
 - If any product has been contaminated or is suspect of being contaminated, it is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
 - The team determines the source of the failure and orders actions necessary to abate the problem. Further, the Security/Crisis Team orders appropriate water supply treatment and subsequent laboratory testing to ensure the supply is not contaminated.

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Plumbing Failures (cont.)

- Water Supply Lines:
 - Assigned personnel contact the necessary entities as noted in Item 2 above.
 - Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
 - Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.
- Sewage System:
 - In the event of water supply contamination, all personnel must follow the worker safety procedures outlined in the company hazard communication plan (not part of this document).
 - The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety.
 - If the sewer line failure has or will affect the production process, the team orders a halt to the process.
 - If any product has been contaminated or is suspect of being contaminated, it is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
 - The team determines the source of the failure and orders actions necessary to abate the problem.
 - Assigned personnel contact the necessary entities as noted in Item 2 above.
 - Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
 - Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

Fires

- Buildings and property:
 - In the event of fire, all personnel must follow the worker safety procedures outlined in the company hazard communication plan (not part of this document).
 - The Security Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety.
 - If the fire has or will affect the production process, the Security Team orders a halt to the process.
 - To minimize possible danger to personnel and the facility, the Security Team orders that energy utilities are shut off.
 - After it is deemed safe by officials, the Security Team inspects the facility and the products. If feasible, uncontaminated product is removed from the facility and transported in a safe manner to an approved facility where product is stored safely according to required specifications. Product of any type that has been contaminated or is suspected of being contaminated is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
 - The Security Team determines the source of the fire and orders actions necessary to abate the problem.
 - Assigned personnel contact the necessary entities as noted in Item 2 above.
 - If feasible, the Security Team orders that guard personnel be posted.
 - Prior to the initiation of processing, packing and/or repacking, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
 - Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

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Off property events:

- In the event of fire, all personnel must follow the worker safety procedures outlined in the company hazard communication plan (not part of this document).
- The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety.
- If the fire has or will affect the production process, the team orders a halt to the process.
- To minimize possible danger to personnel and the facility, the team may order that energy utilities are shut off.
- After it is deemed safe by officials, the team inspects the facility and the products. If feasible, uncontaminated product is removed from the facility and transported in a safe manner to an approved facility where product is stored safely according to required specifications. Product of any type that has been contaminated or is suspected of being contaminated is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
- The Security Team determines the source of the fire and orders actions necessary to abate the problem.
- Assigned personnel contact the necessary entities as noted in Item 2 above.
- If feasible, the team orders that guard personnel be posted.
- Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
- Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

Transport Disruption

- Mechanical failures:
 - The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety.
 - If any product has been contaminated or is suspect of being contaminated, it is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
 - The team determines the source of the failure and orders actions necessary to abate the problem.
 - Assigned personnel contact the necessary entities as noted in Item 2 above.
 - If feasible, the team orders that guard personnel be posted.
 - Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.
- Accidents:
 - The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety.
 - If any product has been contaminated or is suspect of being contaminated, it is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
 - The team determines the source of the failure and orders actions necessary to abate the problem.
 - Assigned personnel contact the necessary entities as noted in Item 2 above.
 - If feasible, the team orders that guard personnel be posted.
 - Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

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Worker Disruption

- Strikes:
 - The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety. Such personnel problems are the responsibility of upper management.
 - If the strike has or will affect the production process, the Security Team orders a halt to the process however temporary personnel will be put in place. These people will be trained on operations, safety and food safety.
 - Assigned personnel contact the necessary entities as noted in Item 2 above.
 - If feasible, the team orders that guard personnel be posted.
 - Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
 - Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.
- Sabotage:
 - The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety. Such personnel problems are the responsibility of upper management.
 - If the sabotage has or will affect the production process, the team orders a halt to the process.
 - Assigned personnel contact the necessary entities as noted in Item 2 above.
 - If feasible, the Security Team orders that guard personnel be posted.
 - Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
 - Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.
- Terrorist Acts:
 - In the event of a terrorist act, all personnel must follow the worker safety procedures outlined in the company hazard communication plan (not part of this document).
 - The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety.
 - If the act has or will affect the production process, the team orders a halt to the process.
 - To minimize possible danger to personnel and the facility, the Security Team orders that energy utilities are shut off.
 - After it is deemed safe by officials, the Security/Crisis Team inspects the facility and the products. If feasible, uncontaminated product is removed from the facility and transported in a safe manner to an approved facility where product is stored safely according to required specifications. Product of any type that has been contaminated or is suspected of being contaminated is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
 - The team determines the affected facility areas and/or processes, and orders actions necessary to rectify problems.
 - Assigned personnel contact the necessary entities as noted in Item 2 above.
 - If feasible, the Security/Crisis Team orders that guard personnel be posted.
 - Prior to the initiation of processing, packing and/or repacking, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
 - Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

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Potential Nuclear Disaster

- In the event of an event related to the Diablo Canyon Nuclear Reactor (located about 135 miles from SPE, all personnel must follow the worker safety procedures outlined in the company hazard communication plan (not part of this document).
- The Security/Crisis Team immediately evaluates the situation and determines the severity of the problem and its actual and potential impact on food safety.
- If the act has or will affect the production process, the team orders a halt to the process.
- To minimize possible danger to personnel and the facility, the Security/Crisis Team orders that energy utilities are shut off.
- After it is deemed safe by officials, the team inspects the facility and the products. If feasible, ~~uncontaminated product is removed from the facility and transported in a safe manner to an approved facility~~ where product is stored safely according to required specifications. Product of any type that has been contaminated or is suspected of being contaminated is so labeled and is stored in the designated area away from the processing and storage facility in the same manner, but not in the same place, as that of recalled product.
- The team determines the affected facility areas and/or processes, and orders actions necessary to rectify problems.
- Assigned personnel contact the necessary entities as noted in Item 2 above.
- If feasible, the team orders that guard personnel be posted.
- Prior to the initiation of processing, packing, all facility food related areas are cleaned and sanitized. All equipment is inspected and tested for proper function.
- Prior to any product release, the product is inspected and verified to be safe for consumption. This task is the responsibility of the HACCP Team.

Malicious Contamination or Extortion

- Any occurrences of extortion are handled by proper authorities. Operations Manager or other designee contacts the police in the event of an extortion event. If the circumstances possibly involve a potential food safety threat in product which has left the control of our company, then a report in the FDA Reportable Foods Registry, as outlined in the Recall and Withdrawal SOP, is made.
- Alerting appropriate law enforcement and public health authorities about any threats of or suspected tampering or other malicious, criminal or terrorist actions is necessary. FDA may be contacted through its 24-hour emergency number, 1-866-300-4374 or 301-796-8240, or through a local FDA District Office. FDA District Office telephone numbers are listed at: http://www.fda.gov/org/inspect_ref/iom/iomoradir.html.

Emergency Point of Contact:

U.S. Food and Drug Administration
5600 Fishers Lane
Rockville, MD 20857

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Continuity of Supply – Contingency

- A contingency plan exists to ensure continuity of supply in the event of a major interruption of service.
- Alternate suppliers/growers have been identified in the event supply of raw product has been interrupted. It is likely that a natural disaster affecting one grower might have affected many or all growers in a particular region.
- The emergency supplier approval procedures are utilized if prior approval of contingency supplier does not exist.
- If a local disaster affected our operations and the ability to process for extended period of time (e.g. longer than 1 week), then long-term measures to fulfill business orders would be necessary. Agreements with other competitive firms to fulfill production orders as sub-contractors have been preliminarily arranged for this purpose. Audits or plant visits, where possible, have been performed to assess the sub-contractor's ability to provide contingency product.
- The Operations Manager or FSM is responsible for maintaining a current contingency list of such firms, with appropriate contact information and the relative capabilities of each company, for this purpose. A sub-contract agreement is prepared and kept on file for each of the sub-contract suppliers/manufacturers on the list.

Verification Activities

- A review of records of Crisis Team meetings is included in the internal audits.
- Once annually the Crisis Team Leader assembles the Crisis team with a surprise simulation of an event. The system test is handled and documented as a real event would be; with the exception that 'simulation' would be noted on the records. A record of the meeting {Annual Crisis (Business Continuity) Plan System Test and Review Meeting Record} is made by the coordinator and kept on file. The purpose of the test is to ensure the program is effective and does not need revision, and also to refresh team members relative to their duties on an ongoing basis.

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Food Defense Program

PURPOSE

To prepare for the possibility of tampering or other malicious, criminal or terrorist activity; by both internal and external sources. Such activity could result in product adulteration, product recall, injury of workers, or damage to the facility and operations.

SCOPE

Entire operation, including facilities, grounds, workers and visitors/contractors.

RESPONSIBILITY

Food Safety Officer/CQA are responsible for SOP development.

Food Safety Committee is responsible for program review, execution and follow ups.

All workers are responsible for implementation.

PROCEDURES

1.0 WORKERS

1.1 Pre-Hiring Screening

- 1.1.1 Workers are required to provide documentation as required by US Immigration and Naturalization Service.
- 1.1.2 When appropriate, workers will be screened by verifying prior employment, personal and professional references and DMV print outs

1.2 Daily Work Assignments

- 1.2.1 Workers are limited to work areas by management. Management knows who should be on premises and where they should be working.
- 1.2.2 Workers are logged for work by time clock before proceeding to their required workstation.

1.3 Disgruntled Workers

- 1.3.1 When a worker is terminated, or laid off, management will confiscate the workers ID badge, and the worker will be escorted off the premises.
- 1.3.2 Supervisors will be notified of terminated workers and will pay attention to areas of risk on the days following a termination.
- 1.3.3 Workers are instructed to report any unusual behavior or activity by new, existing and previous workers to their supervisor immediately. Unusual behavior can be workers who stay unusually late after their shift, arrive unusually early, access or try to access secured areas outside of their work responsibility, remove documents from the facility, repeatedly ask questions on sensitive subjects, bring cameras to work, etc. Unusual activity can be workers using chemicals for unintended uses, tampering with machinery, intentionally damaging product, etc. Supervisors are responsible for notifying management. Management shall investigate any reports immediately and notify local law enforcement about all suspected criminal activity that is viewed as a Food Defense Risk.

1.4 Training in Food Defense

- 1.4.1 Food defense training is given to all new workers with a refresher given annually thereafter. Training covers reporting unusual or suspicious persons, behavior or activities (see section 2.43) and evacuation location for emergency situations.

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- 1.42 Management, including area supervisors will be trained on the Food Defense Program to ensure that they understand all procedures in place. Management will provide periodic reminders of the importance of defense procedures to ensure workers buy in to the program.

1.5 Worker Identification

- 1.5.1 Workers and supervisors are required to wear a worker badge with individual picture and worker name while on premises.

1.6 Restricted Access

- 1.6.1 Limiting access to sensitive areas is monitored by only allowing workers to enter areas necessary for their job.

- 1.6.2 Keys are collected when a manager, supervisor or worker with access to a secured area is terminated or laid off. If key is not confiscated, then the lock shall be changed.

- 1.6.3 Persons with key access are listed on FSF #10.28.

- 1.6.3.1 Gates; Main Office; Packinghouse; Chemical Storage; Maintenance Shop; Shipping /Cold Storage

- 1.6.4 Routine food defense checks are conducted on the premises for signs of tampering with product or equipment, high risk areas, other unusual situations or areas that may be vulnerable to tampering.

1.7 Personal Items

- 1.7.1 Restricted personal items such as alcohol, drugs and any other illegal or dangerous items are not permitted on property.

- 1.7.2 Personal items such as lunch containers, purses, etc. are restricted to worker break areas. All lunch items shall not contain ceramic or glass.

1.8 Training in Food Defense Procedures

- 1.8.1 Food security training to all new workers, directing how to report unusual behavior or activities observed will be given on an annual basis and as hired.

- 1.8.2 Management will provide workers with periodic reminders of the importance of security procedures.

1.9 Shed Manager

- 1.9.1 The shed manager shall provide:

- 1.9.2 An appropriate level of supervision to all production workers, including maintenance, sanitation and new workers.

- 1.9.3 Routine security checks of the premises for signs of tampering with product or equipment, other unusual situations or areas that may be vulnerable to tampering.

- 1.9.4 Food Security Inspections will be performed on a quarterly basis.

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2.0 VISITORS

- 2.1 Outside contractors and visitors will be issued a visitor badge after receiving a copy of SOP #15.1 (Visitor/Contractor Safety/Food Safety/Health and Food Defense Requirements) and signing the Visitor and Contractor log #10.26 at the front office.
 - 2.1.1 Unscheduled visitors will have to provide a valid reason for the visit before they will be granted access to facility, food handling areas and storage areas.
 - 2.1.2 Visitors cannot access sensitive or restricted areas unless they are necessary for their job or visit, they should be escorted/monitored while in the area.
- 2.2 Truck Drivers shall be required to sign in upon arrival. All drivers must at sign in add their phone/cell numbers to the sign in sheet. They must confirm what orders they have been dispatched for and are confined to the smoking area or truck parking lot while waiting. Drivers with pets must leave the pets in the truck. Pets are not allowed on premises.

3.0 MATERIALS & PRODUCT

3.1 Packaging

- 3.1.1 Only known, appropriately licensed or permitted sources for all ingredients, compressed gas, packaging and labels will be used. (See supplier Approval Program)
- 3.1.2 Letters of Guarantee shall be kept on file to confirm all packaging materials are food grade.
- 3.1.3 Incoming goods will be inspected for any signs of tampering, including abnormal substances, odors, boxes, etc. Inspections will be logged. Unloading of product or loading of product returns will be supervised. Reconciliations with the amount ordered, the amount listed on the shipping documents and the invoice will be conducted by the office.

3.2 Raw Materials

- 3.2.1 Inventory will be made daily for product in storage. Any missing inventory will be investigated. Local law enforcement will be contacted in any unresolved large and unusual inventory discrepancies or product tampering.
- 3.2.2 Materials will be inspected prior to processing and final packing for any irregularities.

3.3 Finished Product

- 3.3.1 Packed product will be inventoried daily. Any missing inventory will be investigated. Local law enforcement will be contacted in any unresolved large and unusual inventory discrepancies or product tampering.

3.4 Chemicals

- 3.4.1 Chemicals are locked up in a labeled storage area. Storage area is restricted to designated workers due to sensitivity.
- 3.4.2 Processing chemicals tanks are to be locked at all times. Access to tanks is restricted to authorized personnel only.
- 3.4.3 Industrial chemicals (such as cleaner, oils and lubricants) are stored away from production areas.
- 3.4.4 Chemical containers are always labeled with contents.
- 3.4.5 A chemical usage or inventory log is used to keep track of chemicals. Any missing chemicals or other irregularities outside a pre-determined normal range will be investigated

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4.0 PHYSICAL SECURITY

- 4.1 The facility perimeter is secured with fencing. All entrances are gated and locked during non-production times. "No Trespassing" signs are posted on all gates and around perimeter fencing.
- 4.2 The packinghouse is protected with limited door access. All doors and windows are locked at non-production times or when not in use.
- 4.3 There are separate alarm systems that are armed afterhours. Surveillance cameras are noted on site. There are security guards patrolling the premises 24/7.
- 4.4 Adequate interior and exterior lighting is provided where needed to prevent dead spots.
- 4.5 Storage Chemicals (cleaning, sanitizing agents and processing aids)
- 4.6 Sanitation chemicals are stored in a locked tank or locked designated storage area, outside of the packing area. Chemical containers are always labeled with contents.
- 4.7 A chemical inventory log is used to keep track of usage.
- 4.8 Investigating missing chemical or other irregularities outside a pre-determined normal range of variation and alerting management and local law enforcement about unresolved concerns.

5.0 OPERATIONS

5.1 Utilities

- 5.1.1 Main water source or main valve used by the packinghouse is fenced and locked and considered a restricted area. Backflow prevention is in place. Water is tested yearly for Generic E. Coli.
- 5.1.2 Access to electricity control panels and refrigeration systems is limited, areas are locked whenever possible.

5.2 Security Strategies

- 5.2.1 Evacuation location has been identified for emergency situations.
- 5.2.2 FDA number is on file to report any food safety situations:
- 5.2.3 FDA: 301-443-1240 (24 hours) or 1-888-SAFEFOOD
- 5.2.4 **911** shall be contacted for all medical, fire and police emergency situations.
- 5.2.5 Homeland Security shall be contacted in the case of criminal or terrorist activity: 1-800-237-3239.
- 5.2.6 Management's after hour contact information is available to supervisors.

5.3 Recall Strategy

- 5.3.1 See Recall Policy-SOP #9.8.

5.4 Mail Handling Security

- 5.4.1 Mail handling is conducted in the main office at the packing house. It is in a separate area, away from food packing and operations.

5.5 Computer Systems

- 5.5.1 Access to computer information control systems and critical data is only permitted by designated workers.
- 5.5.2 Computers and critical programs are also password coded. Disabling workers' access to computer systems is part of the close out process when their employment ends. Computers require log-in after ten minutes of inactivity.
- 5.5.3 Computer data systems will be backed up nightly.
- 5.5.4 The main program used is security controlled; workers are only permitted access to items necessary to complete their jobs. Program tracks which worker completes each task.

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5.6 Tools and Utensils

- 5.6.1 All maintenance tools are stored in the maintenance shop when not in use. Maintenance shop access is restricted to authorized personnel and is locked during non-production hours.
- 5.6.2 Knives used on product and packaging are part of the Tool Accountability program (which includes inspecting before use) and are to be stored in a designated container when not in use.
- 5.6.3 Supervisors in charge of tools are to report any missing knives.
- 5.6.4 Sanitation crew cleaning utensils are stored in a locked area when not in use.

6.0 EMERGENCY CONTACTS

6.1 Company Management

Title	Name	Cell Phone Number
President	Al Bates	559-804-0559
Food Safety Manager	Susana Rodriguez	661-205-7939
Maricopa General Manager	Justin Murphy	661-496-5095
Lemon Packhouse Manager	Manuel Sandoval	661-979-3731
Mandarin Packinghouse Manager	Carlos Munoz	661-751-8798
Maintenance	Alfonso Valtierra Jr.	661-444-3930

6.2 Agencies

Agency Name	Phone Number
Emergency	911
Police Department	661-746-6341
Fire Department	661-746-3933
County Law Enforcement	661-861-3110
Poison Control	800-222-1222
Kern County Public Health Officer	661-868-0413
FBI Headquarters	202-324-3000 Fresno Office: 559-436-4474
FDA Non-Emergency (District Offices)	(949)608-3530 <i>South of Bakersfield and Arizona</i> (510)337-6741 <i>North of Bakersfield</i>
FDA Emergency	866-300-4374 (EMRG)

6.3 Contractors

Organization Name	Agent Name	Phone Number
Seaco	Scott Moore	661-213-6930
Decco	Eddie Chavez	559-804-8520
Rentokil		