



Newport-Mesa
Unified School District

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1

Fresh Produce for Food Services

BID No. 121-25

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.A
COSTA MESA, CA 92626

05/07/2025

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. **Change:** Sample list of items to exclude dairy products

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name:

Brian Booher

Signature:

[Signature]

Firm Name:

Sysco Riverside

Address:

15750 MERIDIAN PARKWAY
RIVERSIDE CA. 92518

Telephone #:

951-601-5525

Email:

Brian.Booher@Sysco.com

(END OF ADDENDUM NO.1)

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 ¼ "	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 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

Fresh Produce for Food Services 121-25

Q&A Deadline May 7, 2025 12:00 PM (PDT)

Set 1 Released via Email 05/07/2025 4:44 PM (PDT) – 6 questions

1.1 if submitting online is a hard copy also required to be delivered?

Answer No hard copy is required.

1.2 Can a list of the delivery locations along with requested number of delivery days be provided?

Answer 1 delivery location 2985 Bear St. Central Kitchen, Costa Mesa, CA. 92626; typical delivery frequency is 2x/week, but up to daily delivery (M-F)

1.3 Is electronic submission of the proposal required or are physical sealed proposals accepted?

Answer Please submit your proposal electronically on Planet Bids.

1.4 Can a list of the delivery locations along with requested number of delivery days be provided?

Answer 1 delivery location 2985 Bear St. Central Kitchen, Costa Mesa, CA. 92626; typical delivery frequency is 2x/week, but up to daily delivery (M-F)

1.5 On the samples document it is stated "All samples should be prepared and presented as they would be served to students." I understand the individual packaged items, but what are you wanting done with the other items requested?

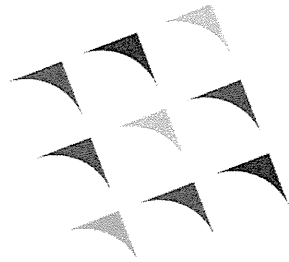
Answer

Individual wrapped packaged as it would be served to students; whole or unprocessed produce should be delivered as it would be received by NMUSD

1.6 why the sample request has shredded parmesan, shredded mild cheddar, feta, crumbled when the actual bid doesn't have these items and the actual bid is for fresh produce.

Answer

Please refer to addendum No. 1 for removal of these items from sample list.



Newport-Mesa

Unified School District

**Newport Mesa Unified School District
RFP No. 121-25
Fresh Produce for Food Services**

Proposal Deadline: May 16, 2025 at 2:00PM
Samples Deadline: May 19, 2025 at 10:00AM

Contact: Emily Hughes

Address: Newport Mesa USD
2985 Bear St., Building A
Costa Mesa, CA. 92626

Phone: 714-424-5086

Email: erhughes@nmusd.us

REQUIRED DOCUMENTS

****Please return this sheet with your proposal documents****

Proposal Documents Due at the Submission of the Due Date

- ☒ Proposal Form
- ☒ Proposal Form Pricing Sheet
- ☒ Noncollusion Declaration
- ☒ Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- ☒ Certification of Restriction on Lobbying
- ☒ Buy American Waiver Exception List
- ☒ Suspension and Debarment Certification
- ☒ Disclosure of Lobbying Activities
- ☒ Product Recall Program
- ☒ Disaster Contingency Plan
- ☒ Food Security and Safety Program
- ☒ Recent Copy of a Health Department Inspection Report
- ☒ Nutrition Fact label and major food allergens
- ☒ Copies of any Other Licenses and/or Required Documents as Listed within the Entire RFP, including, General Conditions, Special Provisions, and Specifications

List of produce samples as required on page no. 22 of these bid documents

RFP No. 121-25
Fresh Produce for Food Services

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE PROPOSAL
OPENING, THE BIDDER MAY BE DECLARED NONRESPONSIVE.**

NOTICE CALLING FOR PROPOSALS

DISTRICT: NEWPORT-MESA UNIFIED SCHOOL DISTRICT
PROPOSAL DEADLINE: May 16, 2025 at 2:00PM
PLACE OF RECEIPT: Electronic Via Newport-Mesa Unified School District
PlanetBids Web Portal

NOTICE IS HEREBY GIVEN that the Newport Mesa Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated proposal deadline, electronic proposals for the award of a contract for **RFP No. 121-25, Fresh Produce for Food Services.**

Product samples will be delivered by **10:00 AM on May 19, 2025** to Newport Mesa USD Nutrition Services Central Kitchen, 2985 Bear St. Bldg. B, Costa Mesa CA 92626

Proposal Documents will be made available on **April 25, 2025** as a download at <https://vendors.planetbids.com/portal/46422/portal-home>. **Bidders will be responsible for reproducing all documents related to this RFP.** All proposals shall be made and presented on the forms provided in the RFP documents.

Any questions regarding proposal documents must be received via the PlanetBids web portal by **12:00PM on May 7, 2025.**

Time is of the essence. 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. The award of the Contract, if made by the District, will be by action of the Board of Trustees. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of the proposals.

Newport Mesa Unified School District

By: Jonathan Geiszler
Director, Purchasing & Warehouse

CALENDAR OF EVENTS

Date*	Event Details
4/25/25	1 st Advertisement Date Bid Docs available via PlanetBids Portal
5/2/25	2 nd Advertisement Date
5/7/25	Q&A Due to Emily Hughes at 12:00PM
5/12/25	Answers to Questions Posted to PlanetBids
5/16/25	RFP due via electronic submission on PlanetBids.com at 2:00PM
5/19/25	Samples Due to Food Services by 10:00AM
5/19/25 – 5/23/25	RFP Evaluation
6/24/25	Board Meeting Date
7/1/25 – 6/30/26	First Year Contract Period

*Date is subject to change at the discretion of the District.

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. **Preparation of Proposal Form.** Proposals shall be submitted on the prescribed Proposal Form and Proposal Form Pricing Sheet and completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. **Form and Delivery of Proposals.** The proposal must conform and be responsive to all proposal documents and shall be made on the Proposal Form and Proposal Form Pricing Sheet provided, and the complete proposal, together with any and all additional materials as required, shall be submitted electronically via the District's PlanetBids web portal at <https://vendors.planetbids.com/portal/46422/portal-home>. **It is the bidder's sole responsibility to ensure that its proposal is received prior to the proposal deadline.** In accordance with Government Code section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the bidder.

3. **Proposal Pricing.** Propose all items F.O.B., Newport Mesa Unified School District site locations.

4. **Signature.** Any signature required on proposal documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. **Modifications.** Changes in or additions to any of the proposal documents, alternative proposals, or any other modifications which are not specifically called for in the proposal documents may result in the rejection of the proposal as being nonresponsive. No oral, telephonic, facsimile, or electronic modification of any of the proposal documents will be considered.

6. **Erasures, Inconsistent or Illegible Proposals.** The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that any proposal is unintelligible, illegible or ambiguous, the District may reject such proposal as being nonresponsive.

7. Examination of Proposal Documents. At its own expense and prior to submitting its proposal, each bidder shall examine all proposal documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the proposal. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the proposal documents. Bidder agrees that the submission of a proposal shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of proposals. The proposal security for a proposal withdrawn prior to the scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

9. Interpretation of Proposal Documents. If any bidder is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the proposal documents, or has any questions related to the proposal documents, a written request for an interpretation or correction thereof must be submitted to the District via the PlanetBids web portal at <https://vendors.planetbids.com/portal/46422/portal-home> by **May 7, 2025 at 12:00 pm**. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents and answers to questions will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be uploaded to the PlanetBids web portal at <https://vendors.planetbids.com/portal/46422/portal-home> and/or hand delivered, e-mailed or faxed to each bidder known to have received a set of proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation of proposal documents be binding on the District. If there are discrepancies of any kind in the proposal documents, the interpretation of the District shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROPOSAL DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROPOSAL DOCUMENTS; AND THAT BIDDER AGREES THAT THE WORK CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

10. Bidders Interested in More Than One Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a proposal.

11. Award of Contract. The award of the contract, if made by the District, will be by action of the Board of Trustees, to the most qualified bidder based on taste, appearance, quality, nutritional requirements, and any other requirements of the proposal. The District reserves the right to withdraw or cancel one or more items from this RFP before award and proceed with the

remaining items. The District reserves the right to make multiple awards or to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the bidding process. If two identical low proposals are received from responsive and responsible bidders, the District will determine which proposal will be accepted pursuant to Public Contract Code section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) calendar days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all proposals.

12. Competency of Bidders. In selecting the most qualified bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the proposal. By submitting a proposal, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District reserves the right to reject the proposal of any bidder who does not pass any such evaluation to the satisfaction of the District.

13. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of

\$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the District in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the District and successful bidder, and prior to commencing the Services under this bid, bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the Agreement.

14. Anti-Discrimination. In connection with all work performed under this proposal, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.

15. Hold Harmless/Indemnification. The successful bidder awarded the contract will be required to defend, indemnify, and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement.

16. Samples. **Samples of food products will be required for evaluation and taste testing.** Samples will be required to be delivered to the District at the bidder's expense. Bidders are hereby notified to have samples ready and submitted for prompt evaluation on the date and time of the sample deadline. 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. Information on food product samples required for evaluation is available via the PlanetBids Portal at <https://vendors.planetbids.com/portal/46422/portal-home>.

17. 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

18. Deviations from Proposal Terms and Conditions. Deviations from any proposal term or condition may cause a proposal to be rejected as nonresponsive. All deviations must be clearly noted at time of proposal submission. If not noted, the assumption is that bidder is bidding as specified.

19. Sales Tax. Do not include California Sales or Use Taxes in unit prices.

20. Delivery. All items are to be proposed in ready for use condition. Destination will be designated within the boundaries of the Newport Mesa Unified School District. Actual delivery dates should be coordinated with the District. All deliveries shall be accompanied by two (2) copies of an invoice. Upon award of proposal, the successful bidder(s) shall keep sufficient stocks of product and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. Sell-by, Use-by, or expire dates must be posted on the products. Identify or list items that have less than 3 weeks shelf life. **Propose all items F.O.B., Newport Mesa Unified School District site locations.**

21. Drug-Free Workplace Certification. Pursuant to Government Code section 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

22. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each proposal must be accompanied by a Noncollusion Declaration.

23. Tobacco Use Policy. Bidder has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Bidder shall be responsible for the enforcement of District's tobacco-free policy among all bidder's employees and subcontractors while on District property. Bidder understands and agrees that should any employee of bidder violate the District's Board Policy after having already been warned once for violating District's tobacco-free policy, bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

24. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

25. Protest. Bidders may protest the recommended award, provided the protest is in

writing, contains the proposal number, is delivered to the address listed for submission of proposal documents, and is submitted within five (5) calendar days of the closing proposal deadline. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the RFP documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protest will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

26. References. Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type(s) of goods and services to another large school district or public agency at the similar size and scope as Newport Mesa Unified School District. At least three (3) of the references should be for a school district. All references shall include full district/agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by bidder to provide references with its proposal submittal may result in rejection of proposal by District as nonresponsive. The District reserves the right to obtain from any or all sources information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's proposal.

27. Debarment, Suspension, and Other Responsibility Matter. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed proposal in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Newport Mesa Unified School District will be notified of any change in this status. **Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the proposal due date, or the bidder may be declared as nonresponsive.**

28. Public Information. All materials received by the District in response to this RFP shall be made available to the public. If any part of a bidder's material is proprietary or confidential, the bidder must identify, and so state, and be submitted separate of the proposal documents. Any bidder information used to aid in proposal selection must not be restricted from the public.

29. District's Right to Choose. The District shall be the sole judge as to the requirements needed by their schools, students, and employees for the requested services being provided by the bidder.

30. 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.

If a domestic product is not available, the successful bidder must contact the District Nutrition Services Director.

31. Substitution/Inspection. All items delivered to the District shall be subject to inspection and rejection by the District. The District may return at the bidder's expense any item which fails to meet the conditions of the proposal. Such items shall be considered as rejected and promptly replaced by the bidder. No payment shall be required until replacement is complete. Any item or product damaged in shipment may be refused by the District and may be returned at the bidder's expense. 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.

32. Health Department Report. Bidder must submit a recent copy of a Health Department Report with the proposal documents.

PROPOSAL FORM

Name of Bidder: _____

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:

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all in strict conformity with the Proposal Documents, including Addenda Nos. 1, _____, _____, 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	CONTRACTS & Bid MANAGER
Name (Please Type)	BRIAN BOOHER
Address	15750 MERIDIAN PARKWAY RIVERSIDE, CA. 92518
Email	BRIAN.BOOHER@SYSCO.COM
Phone Number	951-601-5525

Contact #2	
Position in Company	
Name (Please Type)	
Address	
Email	
Phone Number	

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: HEMET USD
Address and Telephone: 2075 W. ACACIA AVE
HEMET CA. 92545
Contact Person: GAYLE GEOFF
Description of Product: DRY, FROZEN, CUT & WHOLE PRODUCE

2. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

3. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

4. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

5. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Product: _____

HEMET IS THE ONLY SCHOOL WE HAVE A PRODUCE
CONTRACT WITH. ATTACHED IS A LIST OF OTHER SCHOOLS
WE WORK WITH.

Sysco Riverside, Inc.
References

San Bernardino City USD
1257 Northpark Blvd.
San Bernardino, Ca. 92407
Contact: Latoya Smith – 909-881-8000
Latoya.Smith@sbcusd.k12.ca.us

Colton Join USD
325 Hermosa Ave.
Colton, Ca. 92324
Contact: Casey Robertson - (909) 580-6651
Casey_robertson@cjud.net

Beaumont USD
350 W. Brookside Ave.
Beaumont, Ca. 92223
Contact Marta Shand – 951-845-1631
mshand@beaumontusd.k12.ca.us

Moreno Valley USD
25634 Alessandro Blvd.
Moreno Valley, Ca. 92553
Carla Lyder – 951-571-7500
clyder@mvusd.net

Jurupa Valley USD
10223 Bellegrave Avenue
Jurupa Valley, CA 91752
Michelle Poirier - 951-360-2766
michelle_poirier@jUSD.k12.ca.us

Palm Springs USD
150 District Center Dr.
Palm Springs, Ca. 92264
Sarah Phelps - 760-322-4117
sphelps@psusd.org

Desert Sands USD
47-950 Dune Palms Road
La Quinta, CA 92253
Daniel Cappello - 760-771-8559
daniel.cappello@desertsands.us

Coachella Valley USD
87-225 Church St., Po Box 847
Thermal, CA 92274
Carlos Murta - 760-848-1077
carlos.murta@cvusd.us

Riverside USD
6050 Industrial Ave.
Riverside, Ca. 92504
Adleit Asi - 951-788-7135
aasi@riversideunified.org

Val Verde USD
975 West Morgan St.
Perris, Ca. 92571
Christopher Hutchinson - 951-940-6100
chutchinson@valverde.edu

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		
2	APPLE, GALA, XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup		
3	APPLE, RED DEL XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup		
4	BANANA, PETITE, GREEN TIP	40 LB	1300	Grade # 1 or Better		
5	BELLPEPPER, GREEN MED	5 LB	10	Grade # 1 or Better		
6	BELLPEPPER, RED MEDIUM	5 LB	15	Grade # 1 or Better		
7	BELLPEPPER, GREEN CHOICE	5 LB	10	Grade # 1 or Better		
8	BLUEBERRIES	12/6 oz	5	Grade # 1 or Better		
9	CHILE, JALAPENO	1 LB	50	Grade # 1 or Better		
10	CUCUMBER, REGULAR LUG	36 CT	125	Grade # 1 or Better		
11	GREEN ONION	6 CT	12	Grade # 1 or Better		
12	KIWI, 36VF, 108 CT	20 LB	60	Grade # 1 or Better		
13	LEMON, CHOICE	5 LB	20	Grade # 1 or Better		
14	MELON, CANTALOUPE	1 CT	20	Grade # 1 or Better		
15	MELON, HONEYDEW	1 CT	20	Grade # 1 or Better		
16	MELON, WATERMELON SEEDLES	EA	20	Grade #1 or Better		
17	NECTARINE, YELLOW/WHITE VF	100 CT	10	Grade #1 or Better		
18	ONION, YELLOW MEDIUM	5 LB	20	Grade #1 or Better		
19	ORANGE, NAVEL FANCY	113 CT	50	Grade # 1 or Better		
20	ORANGE, VALENCIA FANCY	113 CT	50	Grade # 1 o Betterr		
21	SNAP PEAS, STRINGLESS	10 LB	250	Grade # 1 o Betterr		
22	MANDARINS	25 LB	50	Grade # 1 o Betterr		
23	PEACH, YELLOW/WHITE VF	25 LB	20	Grade # 1 or Better, 1/2 cup		
24	PEAR, BARTLETT 135CT US#1	135 CT	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup		

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,		
26	PLUM, RED/BLACK VF, 130CT	28 LB	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup		
27	POTATO, RUSSET 60 COUNT	60 count	5	Grade # 1 or Better		
28	STRAWBERRY, CALIFORNIA	8/1 LB	1250	Grade #1 or Better		
29	TANGERINE, MINNEOLA 125CT	125 CT	3000	Grade #1 or Better		
30	TOMATO, GRAPE CLAM MEDIUM	12/1 PT	225	Grade # 1 or Better		
31	TOMATO, 5X6	FLAT/60 count	100	Grade # 1 or Better		

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		
2	APPLE RED, SLICED	100/2oz	2000	1/2 cup portion		
3	APPLE GREEN, SLICED	5 LB	300			
4	BABY CARROT, PEELED PETITE/SLIM	5 LB BAG	500	Grade # 1 or Better		
5	BABY CARROT, PEELED	100/2.6 oz	2500	1/2 cup portion		
6	BELLPEPPER GREEN DICED 1/4"	5 LB	5	Grade # 1 or Better		
7	BELLPEPPER RED DICED 1/4"	5 LB	5	Grade # 1 or Better		
8	BELLPEPPER, RED 1/4"-JULIENNE	5 LB	5	Grade # 1 or Better		
9	BROCCOLI, FLORET	4/3LB	120	Grade # 1 or Better		
10	CARROT, COIN 3/16"	5 LB	5	Grade # 1 or Better		
11	CARROT, SHREDDED	5 LB	5	Grade # 1 or Better		
12	CARROT, STICKS 4"x3/8"	5 LB	10	Grade # 1 or Better		
13	CAULIFLOWER, FLORETS	4/3 LB	150	Grade # 1 or Better		
14	CELERY STICKS, 4"x3/8"	4/5 LB	100	Grade # 1 or Better		
15	CUCUMBER, SLICED W/SKIN 3/8"	5 LB	500	Grade # 1 or Better		
16	EDAMAME, SHELLED	4 LB	200	Grade # 1 or Better		
17	GARLIC, MINCED OR CHOPPED	4/1 QT	10			
18	GRAPES, IW	50/2 OZ	100	Grade # 1 or Better		
19	JICAMA, STICKS 4"x3/8"	5 LB	600	Grade # 1 or Better		
20	LEMON JUICE, FRESH	GAL	15	EA		
21	LETTUCE, ROMAINE CHOPPED 1"	6/2 LB	50	Grade # 1 or Better		
22	LETTUCE, GREEN LEAF, FILLETS	2/5 LB	300	Grade # 1 or Better		

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		
24	LETTUCE, SHREDDED 1/4"	4/5 LB	170	Grade # 1 or Better		
25	MELON, CANTALOUPE, CHUNKS	5 LB	10	Grade # 1 or Better		
26	MELON, HONEYDEW, CHUNKS	5 LB	10	Grade # 1 or Better		
27	MELON, WATERMELON, CHUNKS	5 LB	10	Grade # 1 or Better		
28	ONION YELLOW DICED 1/4"	5 LB	10	Grade # 1 or Better		
29	PINEAPPLE, CHUNKS	5 LB	10	Grade # 1 or Better		
30	PINEAPPLE, SPEAR, IW	50 CT	200	Grade # 1 or Better		
31	PICO DE GALLO	5 LB	50	Grade # 1 or Better		
32	SPINACH, CELLO CLEAN BAG	2.5 LB	320	Grade # 1 or Better		
33	ZUCCHINI, COINED 1/4"	5 LB	400	Grade # 1 or Better		

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

Telephone: _____

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

Telephone: _____
Other Partner(s): _____

Corporation Name: SYSCO RIVERSIDE
(a DELAWARE Corporation¹)
Business Address: 15750 MERIDIAN PARKWAY
RIVERSIDE, CA 92518

Telephone: _____, President Date: _____
Signed by: _____, President Date: _____
Print Name: _____, President Date: _____
Signed by: James R. Harlan, Secretary Date: 5/13/2009
Print Name: JAMES R. HARLAN

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: SySCO RIVERSIDE

Signed by: James R. Helton (a DELAWARE Corporation)

Print Name: JAMES R. HEHLTON

Title: REGION V. P. FINANCE

Date: 5/13/2025

Business Address: 15750 MERIDIAN PARKWAY

RIVERSIDE, CA 92518

Telephone: 858-531-7306

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 ¼ "	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)

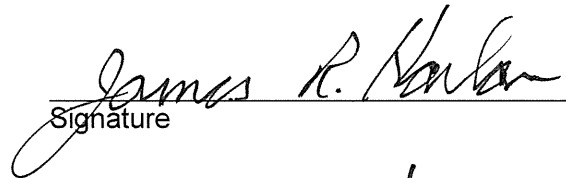
The undersigned declares:

I am the REGIONAL PURCHASER of SYSCO RIVERSIDE, 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 5/13/2021 [date], at RIVERSIDE [city], CA [state].


Signature

JAMES R. HARLAN
Print Name

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

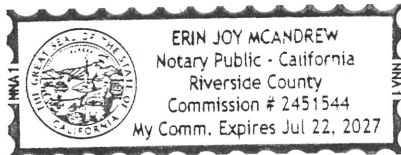
State of California

County of SAN DIEGO

On MAY 13th 2025 before me, ERIN JOY MCANDREW, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JAMES HARLAN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Erin Joy McAndrew*

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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

The SySCO RIVERSIDE
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 SySCO RIVERSIDE
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] Contracts & Bio Manager
Signature and Title of Authorized Official

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, JAMES R. HARLAN, hereby certify on behalf (name of offeror) of
SFSCD RIVERSIDE 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 13th day of MAY, 2025.

By James R. Harlan
(Signature of authorized official)

REGION V.P. FINANCE
(Title of authorized official)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On MAY 13th 2025 before me, ERIN JOY MCANDREW, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared JAMES HARLAN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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 weight 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: SYSCO RIVERSIDE

Print Name: BRIAN BOOTHER

Title: CONTRACTS & BID MANAGER

Signature: [Signature]

Date: 5/7/25

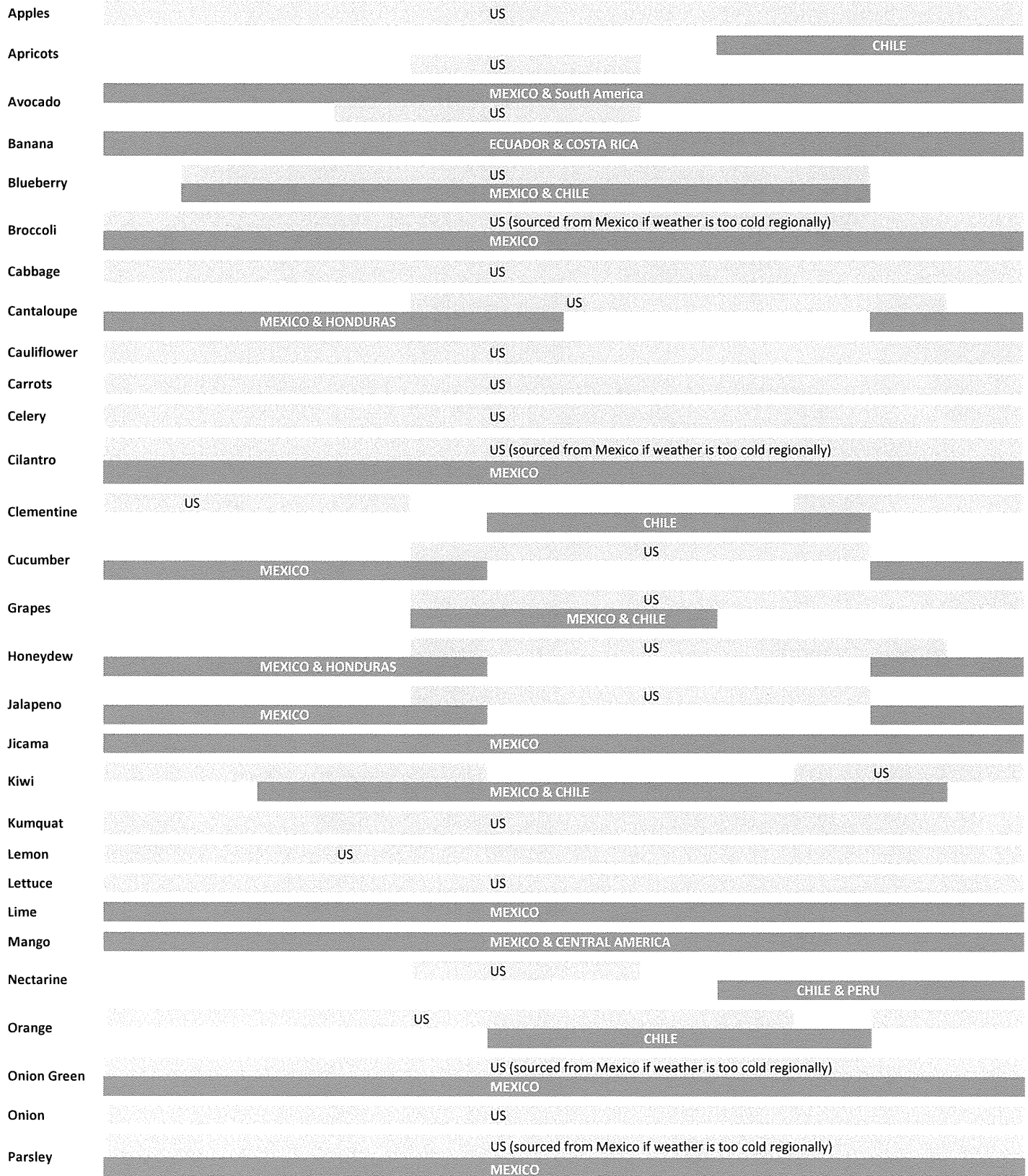
[illegible]

Domestic Produce vs Non Domestic Produce

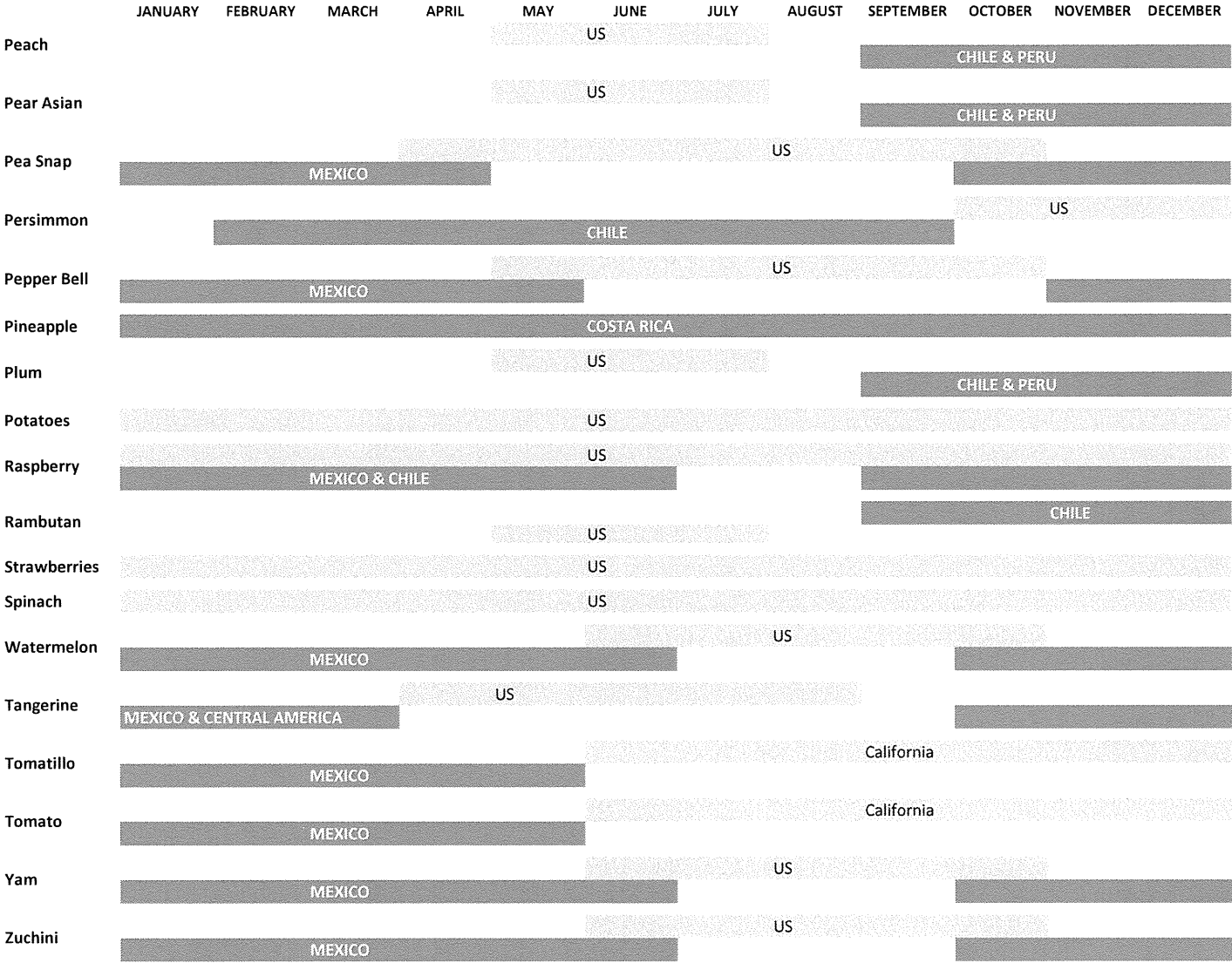
Sysco Southern CA Region
Riverside and San Diego



JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER



Domestic Produce vs Non Domestic Produce



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.

<u>SySCO RIVERSIDE</u> Name of School Food Authority	 Agreement Number		
Potential Contractor or Existing Contractor (Lower Tier Participant):			
<u>Brian Booher</u> Printed Name	<u>CONTRACTS & B.I.D</u> Title <u>MANAGER</u>	<u>[Signature]</u> Signature	<u>5/7/25</u> 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):
(attach Continuation Sheet(s) if necessary)		
☐ Amount of Payment (Check all that apply): \$ _____ actual planned		☐ Type of Payment (check all that apply): Retainer One-time fee Commission Contingent Fee 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: [Signature]

Print Name: BRIAN BOOTHER

Title: CONTRACTS & Bid Manager

Telephone No: 951-601-5525

Date: 5/7/25

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

GENERAL CONDITIONS

SCOPE OF WORK:

Newport Mesa Unified School District ("District") is seeking vendors interested in supplying fresh produce for the food services department. Only fresh produce meeting the District Nutrition Standards as outlined will be approved. It is the vendor's responsibility to review the wellness policy and be familiar with its contents. **Any product that does not meet District Nutrition Standards will not be considered and may not be delivered at any time.**

1. ADD/ DELETE LOCATIONS: The District reserves the right to add or delete locations at its discretion at any time throughout the term of this proposal.
2. DELIVERIES REFUSED FOR INSUFFICIENT PRODUCT: The District reserves the right to request the Successful Bidder to correct any deliveries that are deemed unacceptable by Nutrition Services or his/her designee within the time frame specified in the Special Conditions. If the Successful Bidder cannot replace the unacceptable product within the allotted time set forth in the Special Conditions, immediate notification must be made to the Food Services Department to coordinate replacement delivery date and time.
3. NO MAXIMUM OR MINIMUM QUANTITIES: The District does not guarantee that a minimum or maximum amount will be purchased. Any quantities specified in this proposal are estimates only. Quantities are subject to change in order to meet the needs of the Nutrition Service Department as well as individual school needs. **No minimum order requirements may be imposed or will be allowed.**
4. PRICING/EXTENSIONS: Quoted prices must stay in effect for one (1) year after award of proposal. The District shall grant, upon written request, a price adjustment to compensate for inflation; this adjustment must be requested prior to April 30th of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and shall not exceed the percentage of change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach- Anaheim areas for the period ending March 31st of the given contract renewal.
5. PRODUCT RECALL: Successful bidder shall bear the cost incurred by the District resulting from product recall, including but not limited to, any cost initially incurred for storage and transportation; pickup, transportation and storage of recalled product(s); and price differential for replacement product, if necessary and approved by the District. Payment or credit for all cost directly related to product recall shall be made within 30 days.
6. NO ASSIGNMENT: The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.
7. POSTPONEMENTS/DELAYS: The successful Bidder must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs, the successful bidder will be responsible for contacting the Nutrition Services Department and each individual Site Supervisor affected by the delay. It is requested that the successful bidder meet with the Nutrition Services Department Director to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.
8. DELIVERIES: Deliveries are to be F.O.B. (Free On Board) destination. All deliveries shall require inside delivery and are to be placed in designated areas/coolers, as specified, by the Site Supervisor/designee. Delivery scheduling must be agreed to by the successful bidder and individual Site Supervisor/designee. Their criteria for delivery scheduling will be based on

volume and equipment present at the site. Deliveries will be made daily (Monday through Friday). Any requests to deviate from the Site Supervisor's delivery times, must be made directly to the Nutrition Services Department Director.

9. WARRANTY OF ITEMS/GOODS:

- a) Notwithstanding inspection and acceptance by the District of supplies/goods furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the Successful bidder warrants that:
 - i) All items/goods or services furnished under this contract shall be in accordance with the District specifications as called out in this bid. The successful bidder shall furnish and deliver the quantity designated in the award of the bid. Any items/goods determined by the District's Nutrition Services Department Director to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from the District's premises at the successful bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the successful bidder.
 - ii) The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such items/goods will conform to the requirements of this contract.
- b) Within a reasonable time, the District may either by written notice, require the prompt correction or replacement of any items/goods or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this contract or retain such items/goods, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Successful bidder shall promptly make appropriate repayment.
- c) When return, correction or replacement is required, the District shall return the items/goods and transportation charges and responsibility for such items/goods while in transit shall be borne by the Successful bidder. However, the successful bidder's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Successful bidder's facility and return.
- d) If the Successful bidders fails or refuses to correct or replace the nonconforming items/goods within a period of ten (10) days, the District may, by contract or otherwise, correct or replace them with similar items/goods and charge to the Successful bidder the cost occasioned to the District thereby. In addition, if the Successful bidder fails to furnish timely disposition instructions, the District may dispose of the nonconforming items/goods for the Successful bidder's account in a reasonable manner, in which case, the District is entitled to reimbursement from the Successful bidder or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming items/goods, as well as for excess costs incurred or to be incurred.
- e) Any items/goods or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as items/goods initially delivered.
- f) The rights and remedies of the District provided in this clause are in addition to and do not limit any rights afforded to the District by any other clause of the contract.

10. DEFAULT: If successful bidder fails or neglects to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms, conditions, or specifications of this proposal document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful bidder. The price paid shall be considered the prevailing market price at the time such purchase is made.
11. FORCE MAJEURE: The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing services by act of God, fire, pandemic, loss or shortage of facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
12. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the proposal.
13. NO WAIVER: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Successful bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.
14. SEVERABILITY: If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.
15. INDEPENDENT CONTRACTOR: While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.
16. DAMAGE TO DISTRICT PROPERTY: The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.
17. DRUG AND ALCOHOL TESTING: The successful bidder shall require that all drivers and other individuals who may come in contact with students be subject to drug and alcohol testing in accordance with the requirements of any federal, state, and local laws. The successful bidder shall keep a record of said information and shall provide such information to the District upon request. The successful bidder shall notify the District immediately and in writing whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from delivering to the District.
18. COMPLIANCE WITH OSHA: Successful bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that successful bidder will indemnify and hold the District harmless for any failure to so conform.
19. DRIVING ON PREMISES: The successful bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found

unlocked and/or opened, evidence of vandalism, etc., should be reported to the Newport Mesa Unified School District at (714) 424-5000.

20. RECORDS AND AUDIT:

- a) The Successful bidder shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.
- b) The Successful bidder shall preserve and make available its records to the District and/or other representative agencies having a financial interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District.

The Successful bidder is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

21. CLAIMS: If the successful bidder shall claim compensation for any damage sustained by reason of the acts of the District or its agents, the successful bidder shall, within five (5) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the successful bidder shall file with the District an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, the successful bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

SPECIAL CONDITIONS

1. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Agreement.
2. 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.
3. 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.
4. A complete nutritional fact label for one (1) individual serving including all ingredients and major food allergens used in the preparation of the product will be required. Information regarding school meal pattern requirements met by each product must be provided with the proposal at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010).
5. At least one (1) food item inside each transport unit must be time and temperature checked before departing the successful Bidder's facility. A receipt and/or invoice will be submitted to the site upon delivery which will include the time and temperature details of each unit.
6. The set-up of orders and delivery times may vary per school. Successful bidder(s) must work with the Nutrition Services Department and/or school sites on both set-up and delivery.
7. The storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. The successful bidder shall immediately notify the Nutrition Services Director or designee at 714-424-5090 followed by written correspondence of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.
8. Delivery slips are required with every delivery; each delivery slip must be signed by the Site Supervisor or their designee and a copy shall be left at the individual schools.
9. The successful bidder(s), if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing your product.
10. Payments for Fresh Produce may be invoiced after actual delivery to the required destination.
11. All products must be produced, processed, handled and distributed in accordance with the laws and regulations of the Orange County Health Department: The District reserves the right to inspect the plant and facilities of the bidder prior to or after award of contract. The bidder must display a valid Orange County Health Department permit. A recent health department report will be required to be submitted at the time of the proposal opening.
12. Products and packaging stated herein shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State, County and City agencies. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

13. Food delivered individually-portioned, packaged and labeled for sale must have an ingredient

label which lists allergens, if any, and MSG. Packaging must include a tamper-proof seal.

14. For each food item the successful bidder proposes, please deliver a nutrient analysis and a list of ingredients and amount (by weight or volume) in each service
15. No fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.
16. Buy American Provision: Pursuant to 7CFR 201.21(d) and 42 U.S.C. §1760, any public entity, including any school district or community college district, when purchasing food, shall give preference to United State-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so. For purposes of this section, the determination of "economically feasible" should be made by the purchasing public entity, considering the total costs, quantity, and quality of the food and the budget and policies of the entity. Provide justifications for non-domestic products, if any.
17. The successful bidder(s) may utilize monthly pricing sheets which must be emailed to the District on a monthly basis for the duration of the contract.

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 ¼ "	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

Item#	Product Description (Whole)	Pack Size	Usage	Specifications	Alternate Pack Size	Price
1	APPLE, FUJI, XFCY	163 CT/40#	100	Grade # 1 or better, 1/2 cup		\$25.00
2	APPLE, GALA, XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup		\$25.00
3	APPLE, RED DEL XFCY	163 CT/40#	100	Grade # 1 or Better, 1/2 cup		\$25.00
4	BANANA, PETITE, GREEN TIP	40 LB	1300	Grade # 1 or Better		\$23.00
5	BELLPEPPER, GREEN MED	5 LB	10	Grade # 1 or Better		\$9.00
6	BELLPEPPER, RED MEDIUM	5 LB	15	Grade # 1 or Better		\$11.00
7	BELLPEPPER, GREEN CHOICE	5 LB	10	Grade # 1 or Better		\$9.00
8	BLUEBERRIES	12/6 oz	5	Grade # 1 or Better	12/1 Pint	\$50.00
9	CHILE, JALAPENO	1 LB	50	Grade # 1 or Better	5 LB	\$10.00
10	CUCUMBER, REGULAR LUG	36 CT	125	Grade # 1 or Better		\$16.00
11	GREEN ONION	6 CT	12	Grade # 1 or Better	2 LB	\$5.00
12	KIWI, 36VF, 108 CT	20 LB	60	Grade # 1 or Better		\$40.00
13	LEMON, CHOICE	5 LB	20	Grade # 1 or Better		\$6.00
14	MELON, CANTALOUPE	1 CT	20	Grade # 1 or Better	3 ct	\$5.00
15	MELON, HONEYDEW	1 CT	20	Grade # 1 or Better	3 ct	\$5.00
16	MELON, WATERMELON SEEDLES	EA	20	Grade #1 or Better		\$10.00
17	NECTARINE, YELLOW/WHITE VF	100 CT	10	Grade #1 or Better		\$35.00
18	ONION, YELLOW MEDIUM	5 LB	20	Grade #1 or Better		\$3.00
19	ORANGE, NAVEL FANCY	113 CT	50	Grade # 1 or Better		\$25.00
20	ORANGE, VALENCIA FANCY	113 CT	50	Grade # 1 o Betterr		\$25.00
21	SNAP PEAS, STRINGLESS	10 LB	250	Grade # 1 o Betterr		\$35.00
22	MANDARINS	25 LB	50	Grade # 1 o Betterr		\$30.00
23	PEACH, YELLOW/WHITE VF	25 LB	20	Grade # 1 or Better, 1/2 cup		\$35.00
24	PEAR, BARTLETT 135CT US#1	135 CT	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup		\$35.00
25	PINEAPPLE, COSTA RICAN GOLD	EA	20	Grade # 1 or Better		\$20.00
26	PLUM, RED/BLACK VF, 130CT	28 LB	20	Grade # 1 or Better, 1/2 cup in season, 1/2 cup		\$35.00
27	POTATO, RUSSET 60 COUNT	60 count	5	Grade # 1 or Better		\$15.00
28	STRAWBERRY, CALIFORNIA	8/1 LB	1250	Grade #1 or Better		\$30.00
29	TANGERINE, MINNEOLA 125CT	125 CT	3000	Grade #1 or Better	Seasonal	\$30.00
30	TOMATO, GRAPE CLAM MEDIUM	12/1 PT	225	Grade # 1 or Better		\$20.00
31	TOMATO, 5X6	FLAT/60 count	100	Grade # 1 or Better		\$25.00

Item#	Product Description (Processed)	Pack Size	Usage	Specifications	Alternate Pack Size	Price
1	APPLE GREEN, SLICED	100/2oz	50	1/2 cup portion		\$28.00
2	APPLE RED, SLICED	100/2oz	2000	1/2 cup portion		\$28.00
3	APPLE GREEN, SLICED	5 LB	300			\$20.00
4	BABY CARROT, PEELED PETITE/SLIM	5 LB BAG	500	Grade # 1 or Better		\$6.00
5	BABY CARROT, PEELED	100/2.6 oz	2500	1/2 cup portion		\$24.00
6	BELLPEPPER GREEN DICED 1/4"	5 LB	5	Grade # 1 or Better		\$18.00
7	BELLPEPPER RED DICED 1/4"	5 LB	5	Grade # 1 or Better		\$18.00
8	BELLPEPPER, RED 1/4"-JULIENNE	5 LB	5	Grade # 1 or Better		\$20.00
9	BROCCOLI, FLORET	4/3LB	120	Grade # 1 or Better		\$20.00
10	CARROT, COIN 3/16"	5 LB	5	Grade # 1 or Better		\$10.00
11	CARROT, SHREDDED	5 LB	5	Grade # 1 or Better		\$5.00
12	CARROT, STICKS 4"x3/8"	5 LB	10	Grade # 1 or Better		\$12.00
13	CAULIFLOWER, FLORETS	4/3 LB	150	Grade # 1 or Better	2/3 lb	\$18.00
14	CELERY STICKS, 4"x3/8"	4/5 LB	100	Grade # 1 or Better		\$32.00
15	CUCUMBER, SLICED W/SKIN 3/8"	5 LB	500	Grade # 1 or Better		\$20.00
16	EDAMAME, SHELLLED	4 LB	200	Grade # 1 or Better	12/2 LB	\$60.00
17	GARLIC, MINCED OR CHOPPED	4/1 QT	10		6/3 LB	\$60.00
18	GRAPES, IW	50/2 OZ	100	Grade # 1 or Better		\$35.00
19	JICAMA, STICKS 4"x3/8"	5 LB	600	Grade # 1 or Better		\$25.00
20	LEMON JUICE, FRESH	GAL	15	EA		\$12.50
21	LETTUCE, ROMAINE CHOPPED 1"	6/2 LB	50	Grade # 1 or Better		\$20.00
22	LETTUCE, GREEN LEAF, FILLETS	2/5 LB	300	Grade # 1 or Better		\$20.00
23	LETTUCE, SALAD MIX 4-WAY "(ROMAINE/ICEBERG/RED	4/5 LB	200	Grade # 1 or Better		\$18.00
24	LETTUCE, SHREDDED 1/4"	4/5 LB	170	Grade # 1 or Better		\$16.00
25	MELON, CANTALOUPE, CHUNKS	5 LB	10	Grade # 1 or Better		\$15.00
26	MELON, HONEYDEW, CHUNKS	5 LB	10	Grade # 1 or Better		\$15.00
27	MELON, WATERMELON, CHUNKS	5 LB	10	Grade # 1 or Better		\$20.00
28	ONION YELLOW DICED 1/4"	5 LB	10	Grade # 1 or Better		\$10.00
29	PINEAPPLE, CHUNKS	5 LB	10	Grade # 1 or Better		\$30.00
30	PINEAPPLE, SPEAR, IW	50 CT	200	Grade # 1 or Better		\$35.00
31	PICO DE GALLO	5 LB	50	Grade # 1 or Better		\$16.00
32	SPINACH, CELLO CLEAN BAG	2.5 LB	320	Grade # 1 or Better		\$5.00
33	ZUCCHINI, COINED 1/4"	5 LB	400	Grade # 1 or Better		\$20.00

Sysco® | BUSINESS CONTINUITY

Building a more resilient tomorrow

Sysco is an essential infrastructure organization in the Global Food and Agriculture sector. Our mission is delivering success for our customers through industry-leading people, products, and solutions. This includes business continuity and resilience strategies to enhance our capability to continue delivery of products and services in the event of a disruption for our valued customers who depend on us to connect the world by sharing food and caring for one another.



KEY STRATEGIES

Dynamic Supply Chain

Leveraging our geographically dispersed and dynamic supply chain.



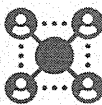
Network Optimization

Optimizing our network of people, places, and assets.



People & Productivity

Transferring staff from undisrupted sites.



Recovery Facilities

Utilizing our designated recovery facilities, equipment, and products.



Reciprocal Agreements

Sharing services and resources internally and through external providers.



Framework & Design

We take an "all-hazards" approach to proactive planning with the goal of providing uninterrupted service to our customers through the integration of multiple contingency plans covering people, places, processes, assets, and technology.

Information Technology & Cybersecurity

We invest in strengthening the resilience of our IT infrastructure and computing environment enhancing our multi-layered approach to protect against cyber incidents.

Crisis Management & Communications

Our protocols are designed to enable prompt and regular communications between our executives and our management teams and to our customers.

Labor Relations

We have robust labor contingency plans that allow us to continue serving customers in the event of any labor disruption.

OUR PURPOSE

CONNECTING THE WORLD TO SHARE FOOD
AND CARE FOR ONE ANOTHER



January 2025

Dear Valued Customer,

Sysco's mission is to deliver success for our valued customers through our industry-leading people, products, and solutions. An important element of achieving this includes developing strategies to maintain the continuity of business performance, enhance operational resilience, and protect the company and its affiliates for the benefit of all our stakeholders, who rely heavily on our organization to connect the world to share food and care for one another.

Business Continuity (BC) is the organization's capability to continue delivering products and/or services following a disruptive incident. At Sysco, the BC Program is a critical component of our overall approach to managing risks. We routinely test, evaluate, and enhance our Business Continuity Plan (BCP), which includes operational strategies that allow us to continue serving our customers during a business disruption.

Sysco works continuously to have the people and systems in place to respond and recover quickly and minimize interruption to our customers when disruptive events, such as natural disasters, occur.

The following is supplemental information about Sysco's Business Continuity Plan:

Business Continuity Framework

Sysco is an essential organization and our ability to function, even during a disaster, is critical both to our country's infrastructure and to our customers. Sysco's BC Program is governed by our Vice President of Enterprise Risk Management under the oversight of our Executive Leadership Team. Execution occurs locally with responsibility placed on individual operating sites that have the resources to address local needs rapidly and effectively.

Analysis

Sysco has processes to assess and evaluate risks to our business. We use the Business Impact Analysis (BIA) and the Risk & Threat Assessment process to assess risks, requirements, and constraints within our operating environment and to evaluate different risks, probability, frequency of occurrence and impacts over time.

Design & Implementation

Our BCP takes an "all-hazards" approach to providing uninterrupted service to customers, which includes the integration of multiple contingency plans covering people, processes, facilities, systems, and information technology. Strategies vary, but may include:

Multifaceted Supply Chain	Various sources of supply, inventory, and geographically dispersed suppliers
People Transfer	Transferring staff from an undisrupted site to support an impacted site
Recovery Facilities	Use of a designated recovery facility with adequate equipment and inventory
Remote Work	Working from home or other undisrupted location
Reciprocal Agreements	Leveraging resources internally and/or through external 3 rd party providers
Technology Resilience	Mitigating the risk of cyber incidents and executing a multi-layered approach to protect against disruptions to our IT infrastructure and computing environment



Crisis Management & Communications

Sysco's crisis and emergency response plans are designed to enable prompt and regular communication between our executives and our management teams. Periodically, we may provide updates to our customers about new and/or emerging risks. In some situations, we may provide additional information regarding compromised assets or to recommend further action that may be required.

We are also committed to enhancing our Incident Management Systems by building a consistent response structure at all our global locations. Our site incident command teams maintain relationships with local first responders and law enforcement authorities to support our emergency response.

Information Technology & Cybersecurity

Sysco continually invests in our IT infrastructure and computing environment (e.g., systems, applications, hardware, network, data centers, etc.) to strengthen our network. We have a multi-layered approach to protect against incidents that can threaten or disrupt our IT Infrastructure.

Our cybersecurity team continuously monitors our information security environment, as well as relevant external trends to prevent, detect, and respond to potential threats and execute a robust strategy that protects company assets and data. These efforts aim to mitigate the risk of cyber incidents and ensure sufficient, resilient systems are in place for operations to continue (e.g., next-generation, AI-based antivirus solutions, firewalls for securing internal networks, extensive and frequent system testing to evaluate and address possible security vulnerabilities, and software solutions to continue operations during network outages).

Additionally, our centralized information systems are securely available from any internet connected device and located in redundant, hardened, and geographically diverse areas. This minimizes risks associated with fire, severe weather, or natural disasters ensuring operating sites can service our customers during such events.

Essential Infrastructure

Sysco is an essential infrastructure organization in the Global Food and Agriculture sector, and we continue to support nationally endorsed programs. The implementation of our incident management system is essential to national programs, such as the Private Sector Preparedness Act (Title IX, PL 110-53). Our response programs are built on local and national programs, such as the US-NIPP (National Infrastructure Protection Plan) and NRF (National Response Framework), ensuring our structure, terminology, procedures, and processes are aligned with key government and NGO agencies.

We tailor our approach based on legislative and globally recognized standards for emergency response, business continuity, and information security to meet both our unique requirements and our customers' needs, especially those that are considered essential infrastructure such as hospitals, long-term care facilities, schools, and first responder agencies. In a disaster or crisis, we may prioritize delivery of emergency products and supplies, including bottled water if available, to such essential customers while continuing to work to meet all other customer needs. Please contact your local Sales Representative should you need additional information.

To Your Success,

Vendetta Blowe | Vice President
Enterprise Risk Management & Global Business Continuity



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FOOD DEFENSE PLAN

Sysco Riverside Inc.

15750 Meridian Parkway
Riverside, California 92518 USA
Phone: 951-601-5312
Updated: July 1, 2024

Facility Identification #s: FDA Registration #: 15033804288

Facility Descr: Sysco Riverside is located on 45 acres of land in the city of Riverside. The facility is approximately 472,627 square feet made up of three internal warehouses, and office spaces. Our three warehouses consist of a dry warehouse, cooler warehouse, freezer warehouse, cold dock and dry dock.

Employee Type Descr: Sysco Riverside employs approximately 480 associates that work in various functions including, sales, merchandising, finance, administration, transportation, warehouse, and maintenance.

Product & Processes: Sysco is a box in box out facility. We warehouse and distribute over 13,000 items to the food service industry locally. Products vary from dry stocked food items, fresh food products, frozen food products, chemicals, and restaurant supply items.

FOOD DEFENSE TEAM

Name	Title	Phone	Primary Contact
Saul Adelsberg	Region President	951-601-5301	
Damian Perez	VP of Operations	951-601-5700	Yes
Jesus Huerta	Director of Transportation	951-601-5720	
Randy Hoover	Director of Warehouse	951-601-5746	Yes
Demion Lewis	Outbound Warehouse Manager	951-601-5723	Yes (Night/PM)
Patti Cheselske	Region VP of Human Resources	951-601-5310	
Anthony Torres	Inventory Control Manager	951-601-5716	
Rafael Wuence	HAACP Coordinator/Food Safety Manager	951-601-5710	Yes
Michael Martinez	Fleet & Facilities Director	951-601-5740	Yes
Blair Noel	Safety Director	951-601-5312	
Ryan Miller	Fleet Manager	951-601-5741	

BROAD MITIGATION STRATEGIES

Section	Measure	Response	Plan Content	Comments	Action Steps
Outside Security	1. Property Perimeter				
	1a. Is the property perimeter secured to prevent entry by unauthorized persons (e.g., by security guards, fence, wall, or other physical barriers)?	Currently Doing	A fence secures the property perimeter against unauthorized entry. "No trespassing" signs are posted. There is a security guard at the vehicle entrance during delivery hours and is controlled by remote access after that.	Corporate minimum requirement- One of the following. Fence, security cameras, guard or secured facility with restricted access.	
	1b. Is there adequate lighting around the property perimeter?	Currently Doing	Outside lighting is sufficient to enable detection of suspicious activity or unauthorized entry in parking/paved areas.	Corporate minimum requirement- Lighting should be adequate enough around the facility to deter unusual activities.	

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2. Building Perimeter	2a. Is there adequate lighting outside each building and in between buildings?	Currently Doing	Exterior lights are installed outside and in between all buildings.	Corporate minimum requirement- Lighting should be adequate enough around the facility to deter unusual activities.
	2b. Are primary entrances to the buildings and operating areas monitored and secured?	Currently Doing	All primary entrances to the buildings and operating areas are secured. All doors have properly functioning locks or alarms that are checked on a regular basis.	Corporate minimum requirement- All exterior doors leading to unsecure areas shall be locked and functioning. Access to the facility is by keys or controlled electronic access i.e. badge or fob
	2c. Are emergency exit doors self-locking from the outside, with alarms that activate when the doors are opened?	Currently Doing	Emergency exits are installed with self-locking doors and alarms that will sound when emergency exit doors are opened.	Corporate minimum requirement- Emergency doors are installed, self-locking with alarms.
	2d. Are operational entrances, such as the loading dock doors, secured when not in use?	Currently Doing	The loading dock is regularly monitored, and doors are secured when not in use.	Corporate minimum requirement- Loading dock doors are closed and secured when not in use.
	2e. Are all possible access points into the buildings covered, locked, or otherwise secured?	Currently Doing	All potential access points into the facility, including windows, roof openings, and ventilation openings are secured and monitored regularly. All doors other than the primary entrances are configured as emergency exits only.	Corporate minimum requirement- Any access points (windows, roof, emergency stairs, ventilation opening etc.) must be secured.
	2f. Are products and ingredients that are stored outside the secured building protected by fences, tamper-evident seals, and/or locks?	Currently Doing	Outside storage on the premises is protected from unauthorized access by the use of fencing and locks. Security team monitors trailers in yard.	Corporate minimum requirement- Product stored in a trailer outside of facility must be behind a fenced area or secured with lock or seals.
3. Vehicles	3a. Does the property have a controlled or guarded entrance for vehicles?	Currently Doing	Truck deliveries are verified against a roster of scheduled deliveries. Unscheduled deliveries are held outside the property, pending verification of shipper and cargo. Access badges are used by Sysco Drivers after hours for Company vehicle access.	Inbound loads shall be scheduled and vetted before product is brought into the facility.
	3b. Are all vehicles entering the property identified by decals or other form of company-issued visual identification? This may include forms of permanent identification for employee vehicles, and temporary identification for vehicles belonging to visitors, contract workers, suppliers, and customers.	Currently Doing	All Company vehicles are identified with Company logo and asset number. All non-Company vehicles are required to sign in with Security. Parking for visitors is in a specified area away from loading docks. Employee access is limited to the main entrance and is controlled utilizing security access badge.	Corporate minimum requirement- All Sysco owned vehicles will have identifying decals or markings. Where available, employee parking should be secured and away from the main facility. If this is not reasonable, employee parking shall be marked and access to the facility shall be by access badges, assigned keys or at the front office.
	3c. Where practical, is there some distance (i.e., a buffer zone) between parking areas and entrances to food storage or food processing areas or utilities?	Currently Doing	Vehicle parking for employees and visitors is in a specified area away from loading docks.	Corporate minimum requirement- Where practical, employee and visitor parking will have a buffer zone away from the food storage.
General Inside Security				

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4. Facility/Plant	4a. Is there adequate lighting throughout the facility?	Currently Doing	Lighting throughout the facility is adequate and maintained.	Corporate minimum requirement - Adequate lighting is required throughout the facility to reduce the risk of intentional contamination without detection.
	4b. Is there an emergency lighting system in the facility?	Currently Doing	Emergency lighting is installed at the facility and is tested regularly.	Corporate minimum requirement - Emergency lighting system must be available.
	4c. Does your facility have monitored and recorded security cameras such as a closed-circuit television (CCTV) system?	Currently Doing	A CCTV system is in place that records all major areas of the facility, including restricted areas. Recordings from the CCTV are reviewed regularly. 180+ Cameras	Corporate minimum Requirement.
	4d. Does your facility have established emergency procedures, including procedures for responding to an intentional contamination?	Currently Doing	The facility has a standard operating procedure for emergencies, including potential acts of intentional contamination. Employees are trained on the emergency procedures and the facility conducts testing of the procedures periodically.	Corporate minimum requirement - Emergency steps for responding to an intentional contamination are listed in 09 Food Contamination and Tampering Food Safety Assessment
	4e. Does your facility have an emergency alert system that is tested regularly?	Currently Doing	The facility has an emergency alert system that is tested regularly. Employees are trained on what to do if the emergency alert system goes off. The system is reviewed regularly with emergency contacts, as well as the local police and fire departments.	Corporate minimum requirement - An alarm or alert system must be in place and tested.
	4f. Is access to production, storage and other sensitive areas restricted to a small number of employees?	Currently Doing	Only authorized employees are allowed in the Warehouse. All others must be accompanied by a Facility representative.	Corporate minimum Requirement.
	4g. Is there a procedure in place for individuals who normally do not have access but have a legitimate need to gain temporary access to the restricted areas? This would include all visitors, contractors, salespeople, and employees.	Currently Doing	Visitors, guests, and other non-plant employees (contractors, salespeople, truck drivers etc.) are restricted to non-product areas unless accompanied by an authorized facility representative.	Corporate minimum requirement- Nonemployees/visitors must sign in using the visitors log at the front office and be escorted by an employee while in the facility. Contractors doing work on behalf of Sysco will be escorted while in restricted areas.
	4h. Are copies of the facility's site plan and blueprints stored in a secured location at the facility and in an offsite location?	Currently Doing	An up-to-date copy of the facility's site plan and blueprint is stored in a fire-safe locked box in the facilities directors' office. In addition, a copy is located in a secure location offsite. Access to both copies are controlled.	Corporate minimum requirement - Facility site plans and blueprints must be secured.
	4i. Are procedures in place to check maintenance closets, personal lockers, and storage areas for suspicious items or packages?	Currently Doing	Regular inspections of the facility are conducted, including all utility areas, storage areas, maintenance areas, and docks. All new employees are trained on food safety materials. Refresher awareness training is required for employees annually. Employees are	Corporate minimum requirement- Self audits are documented and corrective actions closed out in a timely manner.

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			trained to report suspicious activities or unusual observations.		
	4j. Do you regularly take inventory of keys to secured/sensitive areas of the facility?	Currently Doing	Security access codes are deactivated when an employee leaves the company or when an employee no longer needs access. Physical keys are issued with documentation maintained.	Corporate minimum requirement- Security access codes are deactivated when an employee leaves the company or when an employee no longer needs access. Physical keys are issued with documentation maintained. Inventory of keys to sensitive areas is taken once each year.	
5. Utilities	5a. Are controls for the Heating, Ventilation, and Air Conditioning (HVAC) systems secured by a lock to prevent access by unauthorized persons?	Currently Doing	The control area for HVAC systems is kept locked. The main air intakes are located on the roof. Access to the roof is controlled.	Corporate minimum requirement- The control area for HVAC systems is kept locked with limited access. The main air intakes are in a fenced area and secured. If air intakes are on the building roof, access to the roof shall be limited and secured.	
	5b. Are controls for refrigeration, including the main storage areas for combustible materials like ammonia, secured by lock to prevent access by unauthorized persons?	Currently Doing	Refrigeration controls and receivers/storage vessels are in a locked and controlled area.	Corporate minimum requirement- Refrigeration system controls are in a locked and controlled area with limited access.	
	5c. Are the water systems used in the food production process, including any storage tanks or reservoirs and any water treatment components, protected from unauthorized access?	N/A			
	5d. Are the controls to the electrical systems (main transformers and switchgear only) protected from unauthorized access?	Currently Doing	The main electrical supply and switchgear are controlled to allow authorized entry only. Only staff and authorized contractors are allowed to access electrical panels and transformers.	Corporate minimum requirement- The main electrical supply and switchgear is controlled to allow authorized entry only.	
	5e. Are cleaning/sanitization chemical dispensing systems secured from unauthorized access?	Currently Doing	Storage areas and primary distribution systems for sanitation chemicals are kept in a locked area that is restricted to authorized individuals	Corporate minimum requirement- Only authorized associate must have access to chemical dispensing systems.	
6. Laboratory	6a. Is access to the laboratory facility restricted to authorized employees (e.g., by locked door, pass card, etc.)?	N/A			
	6b. Is a procedure in place to receive and securely store reagents?	N/A			
	6c. Are laboratory materials restricted to the laboratory, except as needed for sampling or other authorized activities?	N/A			
	6d. Is a procedure in place to control and dispose of reagents?	N/A			

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7. Process Computer Systems	7a. Is access to these process control systems restricted to trusted employees?	Currently Doing	Site follows Sysco Information Security Policy. Access to computers and networks are limited for use to only authorized employees. https://sysco.sharepoint.com/sites/PolicyPortal/pages/policies.aspx	Corporate minimum requirement- All sites shall follow the Sysco Information Security Policy. Access to computers and networks shall be limited for use to only authorized employees.
	7b. Is access to process control computer systems password protected?	Currently Doing	All computers require log-in credentials issued by Sysco. All desktop computers are inside the building which is accessed by badges.	Corporate minimum requirement- All sites shall follow the Sysco Information Security Policy. Access to computers and networks shall be limited for use to only authorized employees.
	7c. Are firewalls built into the computer network used for process controls?	Currently Doing	Firewall Use (Port Opening) Firewalls are utilized to enable specifically defined ports and protocols for inbound and outbound communications sessions. When used in conjunction with the load balancing equipment, the firewalls participate in the layered approach to facilitating secured communications into and out of Sysco.	Corporate minimum requirement- All sites shall follow the Sysco Information Security Policy. Access to computers and networks shall be limited for use to only authorized employees. Firewall Use (Port Opening) Firewalls are utilized to enable specifically-defined ports and protocols for inbound and outbound communications sessions. When used in conjunction with the load balancing equipment, the firewalls participate in the layered approach to facilitating secured communications into and out of Sysco.
	7d. Is antivirus software installed on the process controls computer system and is it frequently updated?	Currently Doing	All applicable Sysco systems, which includes, but is not limited to, servers, desktops, and laptops, shall have Sysco approved anti-virus software installed, active, and functioning appropriately. Anti-virus software shall receive regular updates	Corporate minimum requirement-All sites shall follow the Sysco Information Security Policy. Access to computers and networks shall be limited for use to only authorized employees.
	7e. When an employee's employment ends, is their access to process control computer systems disabled?	Currently Doing	Accounts for terminated staff will be deleted as soon as possible, starting with their Windows Active Directory account, following their termination. Dormant user and computer accounts shall be disabled after 90 days and then deleted after an additional 15 days of inactivity.	Corporate minimum requirement-All sites shall follow the Sysco Information Security Policy. Access to computers and networks shall be limited for use to only authorized employees.

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Logistics and Storage Security					
8. Suppliers and Vendors	8a. When choosing suppliers for your packaging materials, labels, ingredients, and raw materials, do you consider whether they have developed a Food Defense Plan?	Currently Doing	Company policy requires all suppliers to have a Food Defense Plan and to implement food defense measures at their facilities. Sysco corporate approves vendors as meeting all criteria for suppliers.	This will be not applicable for Distribution centers because Distribution centers are not preparing finished product.	
	8b. Do you have a supplier approval certification system in place to ensure that you purchase supplies only from known, reputable sources?	Currently Doing	All suppliers must be approved within our supplier certification program. The contractual agreements require the supplier to have adequate food defense measures.	Corporate minimum requirement - Distribution center must have a written contract with all suppliers.	
	8c. Do you audit or inspect supplier food defense programs or require that they have third party audits or inspections?	Currently Doing	National Suppliers are audited by Corporate	Corporate minimum requirement	
9. Incoming Shipments	9a. Are trailers and trucks on the premises maintained under lock and/or tamper-evident seal when not being loaded or unloaded?	Currently Doing	All trucks and trailers with supplies, raw materials, or finished goods must be sealed until use. If the seal must be removed for inspection, a new seal is applied and documented.	Corporate minimum requirement- Sysco owned tractors and trailers will be secured (locks or seals) when not enclosed by a security fence while loading and unloading. All inbound deliveries will be checked for locks or seals. Seals will be checked against shipping documents.	
	9b. Is there close supervision of the unloading of vehicles transporting raw materials, finished products, ingredients or other materials used in food processing?	N/A		This will be not applicable for Distribution centers.	
	9c. Are there procedures that require the acceptance of authorized, expected shipments only?	Currently Doing	Loading and unloading activities are scheduled and/or monitored. Only scheduled shipments are received. Unscheduled or unauthorized shipments are held until authorization is obtained.	Corporate minimum requirement- Loading and unloading activities are scheduled and/or monitored.	
	9d. Is access to loading docks controlled to avoid unverified or unauthorized deliveries?	Currently Doing	Truck deliveries are verified against a roster of scheduled deliveries by Security. Unscheduled deliveries are held outside the property, pending verification of shipper and cargo.	Corporate minimum requirement- Access to the shipping docks should be limited to authorized personnel.	
	9e. Are incoming shipments of raw materials, ingredients, and packaging materials required to be sealed with tamper-evident or numbered seals (and documented in the shipping documents)?	N/A		This will be not applicable for Distribution centers.	
	9f. Are tamper-evident seals verified prior to acceptance?	Currently Doing	Procedures require personnel to verify the seal numbers and inspect documents prior to acceptance of the shipment.	Corporate minimum requirement- If seals are present they should be verified.	
	9g. Are less-than-truckload (LTL) or partial load shipments vehicles checked?	Currently Doing	Upon arrival of the shipment, any less-than-truckload (LTL) or partial shipments are verified. Multiple delivery trucks have to provide proper documentation. Open trucks are checked for content and condition.	Corporate minimum requirement- Upon arrival of the shipment, any less than-truckload (LTL) or partial shipments are verified. The load should	

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				be checked for tampering.	
10. Outgoing Shipments	10a. Are shipping vehicles (trucks, tankers, rail cars) inspected prior to loading to detect the presence of any foreign/hazardous materials?	Currently Doing	Outgoing vehicles are examined for suspicious activity, evaluated for previous use or presence of potentially hazardous materials. Inspections of outgoing shipments are documented.	Corporate minimum requirement- All outbound shipments must be inspected prior to loading.	
	10b. Are outgoing shipments enclosed and sealed with tamper-evident seals (or locks)? Are the seal numbers on outgoing shipments documented on the shipping documents?	Currently Doing	Sysco Drivers deliver all local routes from controlled site. Seals are placed on routes when destined for domicile yards. Seals are required when trailers are unattended and are distributed at the yard to drivers.	Corporate minimum requirement- Sysco owned tractors and trailers will be secured (locks or seals) when not enclosed by a security fence while loading and delivery.	
	10c. Are chain-of-custody (possession) records maintained for all shipments of finished goods?	Currently Doing	Shipping documents are required for each load indicating the proper inventory, date and time, and the customer for each delivery. Selector, Loader and Driver info is maintained for all outbound deliveries. Only goods on invoice are delivered to customers. Must be signed for at delivery site. Drivers are tracked in to check for off route stops during delivery day.	Corporate minimum requirement- Shipping documents are required for each load indicating the proper inventory. Each customer will sign the invoice accepting the shipment of goods.	
	10d. Are effective product recall procedures in place?	Currently Doing	A documented product recall plan is in place. It must be reviewed annually. Trace-back and trace-forward records are maintained and tested regularly through mock or recall events. The recall plan ensures segregation and proper disposition of recalled product and documentation of disposition.	Corporate minimum requirement- A documented product recall plan is in place.	
11. Live Animals	11a. If you receive live animals, is there a procedure for immediately notifying the appropriate individuals when animals with unusual behavior and/or symptoms are received?	N/A		This will be not applicable for Distribution centers.	
	11b. Are the feed and drinking water supplies for live animals protected from possible intentional contamination?	N/A		This will be not applicable for Distribution centers.	
	11c. When transportation companies are selected, is the company's ability to safeguard the security of live animals during shipping considered?	N/A		This will be not applicable for Distribution centers.	
12. Returned Products/Goods	12a. Are all returned products/goods examined at a separate designated location in the facility for evidence of possible tampering before salvage or use in rework/reconditioning?	Currently Doing	Returned goods are inspected prior to return and disposed of if not suitable for reuse. If inspection prior to return is not possible, returned goods are isolated and marked with HOLD tickets until inspection. A special area (DCI) is set up for inspection of returned goods. Condition is inspected and any damage is investigated to ensure food safety is maintained.	Corporate minimum requirement- Product is inspected at Driver Check In	
	12b. Are records maintained of returned products/goods used in rework?	Currently Doing	Returned goods are documented, as are reused or discarded goods.	Corporate minimum requirement - Driver Check In documents disposition.	

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13. Ice/Water/Processing Aids	13a. Is access to the piping systems used to transfer potable water, oil, or other ingredients limited?	N/A		This will be not applicable for Distribution centers.
	13b. Are the piping systems used to transfer potable water, oil, or other ingredients inspected periodically?	N/A		This will be not applicable for Distribution centers.
	13c. Is access to water wells restricted (e.g., by locked door/gate or limiting access to designated employees)?	N/A		Corporate minimum requirement- If site is using a water well access to water wells is restricted by a lock. Only authorized personnel can unlock the well.
	13d. Are there water storage tanks, reservoirs, or water treatment systems? Is access to them restricted?	N/A		Corporate minimum requirement- If site is using a water storage tanks, reservoirs or water treatment systems, access to water wells is restricted by a lock. Only authorized personnel can unlock.
	13e. Is access to ice-making equipment and ice storage areas restricted?	Currently Doing	Only staff and authorized contractors are allowed to access area.	Corporate minimum requirement- If ice is used, access to facility icemaking equipment and storage areas must be restricted to authorized personnel only.
	13f. If a public water supply is used, have arrangements been made with local health officials to ensure they immediately notify the plant if the safety of the public water supply is compromised?	Currently Doing	An agreement has been established with our water supplier to notify us directly if the water becomes unfit for use. We are required to review this agreement once each year.	Corporate minimum requirement- Public water supply company shall be contacted to find the best option to be notified if the water is compromised.
14. Storage/Warehouse	14a. Is access to raw material and ingredient storage areas restricted to designated employees (e.g., by locked door or gate)?	N/A		This will be not applicable for Distribution centers because Distribution centers are not preparing finished product.
	14b. Is an access record maintained to indicate who has entered raw material or ingredient storage areas?	N/A		This will be not applicable for Distribution centers because Distribution centers are not preparing finished product.
	14c. Is access to finished product storage areas restricted to designated employees?	Currently Doing	Access to finished goods storage areas is restricted to authorized personnel.	Corporate minimum requirement- Access to finished goods storage areas are restricted to authorized personnel.
	14d. Is access to any additional or temporary storage facilities, such as leased warehousing, shipping containers, storage sheds, or vehicles/trailers, restricted?	N/A		Corporate minimum requirement - Leased warehouses are required to have access controls similar to our facility controls. Any temporary storage on our facility must be locked and accessible only by authorized personnel.
	14e. Do you conduct random security inspections of all storage	Currently Doing	Routine and random unscheduled checks include inspection of all	Corporate minimum requirement - Random

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	facilities (including temporary storage facilities)?		warehouses and all storage areas, including temporary storage areas and storage outside the facility. Records are required for these regular inspections.	inspections are to be completed and documented. (Could use Daily/Weekly walkthroughs, IFSA and self-audits)	
	14f. Are product labels and packaging held in a controlled manner to prevent theft and misuse (e.g., counterfeiting)?	N/A		This will be not applicable for Distribution centers because Distribution centers are not preparing finished product.	
	14g. Is finished product inventory regularly checked for accuracy?	Currently Doing	Products are inventoried on a regular basis for quantity and evidence of tampering and or damage.	Corporate minimum requirement- Integrity of the product to be monitored during inventory cycle counts and QA checks	
15. Hazardous materials/chemicals	15a. Are storage areas that contain hazardous materials/chemicals—such as pesticides, industrial chemicals, cleaning materials, sanitizers, and disinfectants—restricted to allow access by authorized personnel only?	Currently Doing	Hazardous materials and chemicals, including pesticides, cleaning chemicals, and sanitizers, are in a restricted area and secured by a lock. Only authorized personnel have access to the restricted area. All storage areas are locked, monitored and secured.	Corporate minimum requirement - Sanitation chemicals must be labeled and restricted to use by an authorized personnel.	
	15b. Is a regular inventory of hazardous materials/chemicals maintained?	Currently Doing	Inventory controls are in place that require documentation. Any discrepancies are immediately reported to management and investigated.	Corporate minimum requirement - Integrity of hazardous materials/chemicals to be monitored during the regular inventory cycle counts.	
Management					
16. Personnel Security	16a. Are basic background checks and/or reference checks with previous employers conducted for all new employees?	Currently Doing	Background or reference checks are conducted for all new hires. A more comprehensive background check is conducted for authorized employees who work in sensitive areas.	Corporate minimum requirement- Background or reference checks are conducted for all new hires.	
	16b. Are more comprehensive background checks conducted on employees who will be working in sensitive operations?	N/A		Corporate minimum requirement- Background or reference checks are conducted for all new hires.	
	16c. Are background checks and/or reference checks conducted on all contractors (both permanent and seasonal) who will be working in sensitive operations?	N/A		This will be not applicable for Distribution centers.	
	16d. Do all employees receive training on security procedures and food defense awareness as part of their orientation training?	Currently Doing	All new employees are trained on FDA's FIRST food defense materials. Refresher awareness training is required for employees annually. Employees are trained to report suspicious activities or unusual observations. In addition, all facility managers and supervisors are required to take FDA's ALERT food defense awareness training.	Corporate minimum requirement- All associates are trained to report suspicious activities or unusual observations. Recommended to use the FDA's First Alert or similar in Canada.	
	16e. Are employees, visitors, and contractors (including construction workers, cleaning crews, and truck	Currently Doing	A procedure to recognize or identify employees in the facility is in place. It consists of badges for visitors, contractors, cleaning crews, and others.	Corporate minimum requirement- Sysco issued badges shall be worn at all times while on site for	

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	drivers) identified in some manner at all times while on the premises?			identification.
	16f. Do you control employee and contractor access into the facility during working hours (e.g., coded doors, receptionist on duty, swipe card, etc.)?	Currently Doing	All employees and contractors are required to enter through a single employee entrance. They must also have valid identification and be verified before they are allowed into the facility. The employee entrances are controlled by security access badges.	Corporate minimum requirement- Employees enter the facility through secured access points. Contractors will check in with reception.
	16g. Does your facility control the entry of employees and contractors into the facility during non-working hours?	Currently Doing	During non-working hours, access to the facility is restricted to authorized personnel. Any employees or contractors who need access to the facility must be admitted by the supervisor on duty.	Corporate minimum requirement- Sysco issued access badges will be set to only work during working hours.
	16h. Does your facility have a way to limit temporary employees and contractors (including construction workers, cleaning crews, and truck drivers) to areas of the facility relevant to their work?	Currently Doing	Contractors, temporary employees, and non-facility personnel are restricted only to the specific area they have been authorized. They must display temporary badges and log in as to where they will be working.	Corporate minimum requirement- Sysco issued badges shall be worn at all times while on site for identification.
	16i. Is there a way to identify employees that correlates with their specific functions/assignments/ departments (e.g., corresponding colored uniforms)?	N/A		This will be not applicable for Distribution centers.
	16j. Does management maintain an updated shift roster (i.e., who is absent, who the replacements are, and when new employees are being integrated into the workforce) for each shift?	Currently Doing	Each supervisor is responsible for maintaining and reporting the employee roster for each shift. The roster must identify all regular employees. We do not employ temporary or seasonal employees.	Corporate minimum requirement - Supervisor is responsible to maintain an updated shift roster.
	16k. Does your facility restrict personal items and food within production areas?	Currently Doing	Employees and visitors are restricted as to what they can bring in or take from the facility, including personal items, food, and cameras. Employees lockers are inspected periodically and at random.	Corporate minimum requirement- Sites should be following GMP Policy.
	16l. Is there a policy in place that prohibits employees from removing company-provided clothing and protective gear from the premises?	Currently Doing	Locker rooms and laundry services are available on the facility. Employee uniforms and protective gear may not be taken out of the facility.	This will be not applicable for Distribution centers.
17. Food Defense Plan	17a. Is there a designated person or team to implement, manage, and update the Food Defense Plan?	Currently Doing	Leadership of the food defense team is delegated to the Food Safety Program Manager. A cross-functional team has been formed to support food defense. The list of members of the food defense team is updated at least once a year and when major changes are made to the team.	Corporate minimum requirement - Food Safety Program Manager is the coordinator of the Food Defense team.
	17b. Have supervisors, management, and key personnel received additional food defense training geared towards management?	Currently Doing	Designated management have completed HACCP certification, and refresher training. Additional management have received additional food defense and food safety training.	Corporate minimum requirement- All associates are trained to report suspicious activities or unusual observations.
	17c. Do you conduct regular food defense exercises to test the effectiveness of your Food Defense Plan?	Currently Doing	Mock exercises to test the ability of unauthorized persons to enter the perimeter, the facility, or sensitive areas are performed annually. Routine inspections and annual audits are performed to confirm that procedures	Corporate minimum requirement - Food defense plan should be tested at least once a year.

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		of the Food Defense Plan are being followed.	
17d. Is the Food Defense Plan reviewed (and revised if necessary) periodically?	Currently Doing	The food defense team is required to review and update the Food Defense Plan at least annually. Self-assessments are conducted annually by the team.	Corporate minimum requirement - Food Defense team reviews the Food Defense Plan annually.
17e. Are the details of food defense procedures within the Food Defense Plan kept secure or confidential?	Currently Doing	The Food Defense Plan is a confidential document. A summary of the plan and a summary of results of audits may be shared. Detailed elements and vulnerabilities will not be shared.	Corporate minimum requirement - Food defense plan details are confidential and must be treated as any other Sysco documents.
17f. Is the emergency contact information for local, state, and federal government regulatory authorities and public health officials included in the Food Defense Plan?	Currently Doing	Facility personnel contact information is kept up to date and reviewed/updated annually. Emergency contact lists are kept up to date and are located in conspicuous areas. Our SEPP plan is reviewed and updated annually. Sysco Emergency Preparedness Plan. All key info is maintained and available to all authorized persons. Copies of the plan are kept in remote locations in case of quake, fire, etc. limiting access into the main building. SEPP electronic copies of the docs are	Corporate minimum requirement - Local Emergency contacts must be included in the Food Defense Plan
17g. Are procedures for responding to threats and actual incidents of product contamination detailed in the Food Defense Plan?	Currently Doing	The food defense team has established procedures for responding to threats as well as actual product contamination events. They have pre-established communication with local, state, and federal incident response personnel for a more efficient response.	Corporate minimum requirement - Actual product contamination response is listed in 09 Food Contamination and Tampering Food Safety Assessment.
17h. Does the Food Defense Plan have procedures to ensure that contaminated or potentially harmful products are held at the facility?	Currently Doing	Established quality "HOLD" procedures will be used to mark and segregate products where an intentional contamination is known or suspected. In addition, the products will be physically isolated, locked where possible, to support potential criminal investigations.	Corporate minimum requirement - Holding of contaminated and potentially harmful products is covered in 5-B-10 Hold and Release SOP
17i. Does the Food Defense Plan have procedures for safe handling and disposal of contaminated products and decontamination of the facility in accordance with local environmental guidelines and regulations?	Currently Doing	Potentially hazardous waste (biological or chemical) is controlled and disposed of properly. Disposal is conducted in accordance with local guidance from our local CUPA. Contact information for the local environmental agency is in the emergency contact section of the Food Defense Plan.	Corporate minimum requirement - Holding of contaminated and potentially harmful products are covered in 5-B-10 Hold and Release SOP
17j. Are employees encouraged to report signs of possible product contamination, unknown or suspicious persons in the facility, or breaks in the food defense system?	Currently Doing	Employees receive annual training on food defense awareness and are encouraged to report unusual activities.	Corporate minimum requirement - All associates are trained to report suspicious activities or unusual observations.
17k. Does your facility have evacuation procedures in case of an emergency that include controlling access to the facility during evacuation?	Currently Doing	Established facility evacuation procedures are required to address the physical security of the facility and entrances during an evacuation. Only properly identified emergency responders will be allowed access to the facility during an evacuation.	Corporate minimum requirement - Safety department has an evacuation plan.

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VULNERABILITY ASSESSMENT

	Process Name	#	Process Step	Total Score	A Score	V Score	Mitigation Suggestions
	Receiving	1	Verify condition of the trailer and temperature of refrigerated products	4	2	2	
A - Accessibility V - Vulnerability							
* Process step(s) in bold have been identified as actionable process step(s).							

EMERGENCY CONTACTS

Emergency Phone List

Resource	Phone
Local Emergency	9-1-1
Local Police Department	951-776-1099
Local Fire Department	951-780-8241
Local FBI	951-686-0335
Local Public Health Department	951-358-5000
Poison Control	800-222-1222
Riverside County DEH/CUPA	888-722-4234 (Day) 951-782-2968 (Night)
EPA/NRC (National Response Center)	800-424-8802
Cal/ EMA Emergency Management	800-852-7550
FBI Headquarters 24 Hour Hotline	(202) 324-3000
FDA Non-Emergency Phone #	Use this link [http://www.fda.gov/Safety/ReportaProblem/ConsumerComplaintCoordinators/default.htm] to find the FDA consumer complaint coordinator # in your area.
FDA 24 Hour Emergency Phone #	1-866-300-4374 or 301-796-8240
FDA District Office	Use this link [http://www.fda.gov/ICECI/Inspections/IOM/ucm124008.htm] to find an FDA District Office in your area.
Water Utility – Western Municipal Water District	951-5717100
Power – So. Cal Edison	800-655-4555
County Law Enforcement Agency	951-776-1099
State Law Enforcement Agency	951-637-8000
State Department of Health	916-328-3605

Company Emergency Contacts

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Name	Title	Phone
Saul Adelsberg	Region President	714-612-8852
Damian Perez	VP of Operations	805-947-7241
Michael Martinez	Facilities Director	951-201-0937
Blair Noel	Safety Director	951-201-1401

Supplier Contacts

Company Name	Phone Number(s)	Contact Person(s)
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Customer Contacts

Company Name	Phone Number(s)	Contact Person(s)
Corvel	630-874-7695	Jennifer Stock

Company Name	Phone Number(s)	Contact Person(s)
Mericle Mechanical	714-630-3784	Tom Mericle

Other Contacts

Company Name	Phone Number(s)	Contact Person(s)
Sysco Corporate QA	281-584-2506	Charles Leftwich
Sysco Corporate Safety	281-584-2327	Don Kingery
Sysco Corporate Claims	281-584-1514	Julia Macias

ACTION PLAN

Measure # or Process Step	Action Step	Status	Responsibility	Priority	Dates
17b.	Complete Food Defense Awareness Training	Completed	New FD Team members	Y	11/01/2023

320-16 Food Defense Plan

RECALL TEAM CONTACT LIST

Name	Recall Team Role	Business Phone #	After Hours Phone #	Recall Team Member Responsibilities
Anthony Torres	Inventory Control Manager or Designee	951-601-5378	951-201-6915	Chairperson; Instant Recall Contact Team Member #1
Elizabeth David	BACK-UP: Region Finance Manager Operations	951-601-5351	951-201-9223	
Elizabeth David	Region Finance Manager - Operations or Designee	951-601-5351	951-201-9223	Instant Recall Contact Team Member #2
Rafael Wuence	FSPM or Designee	951-601-5710	951-218-2565	Recall Coordinator; Instant Recall Contact Team Member #3
Anthony Torres	BACK-UP:	951-601-5378	951-201-6915	
Jorge Jimenez	Appointed Site Designee	951-601-5376	N/A	Instant Recall Contact Team Member #4
	BACK-UP: N/A			
	Site Customer Service Designee * Only for sites <u>not</u> utilizing the Centralized Customer Care Model.	800-797-2627		Instant Recall Contact Team Member #5
	BACK-UP: N/A			
N/A	Centralized Customer Care Agent		Team Member	
N/A	Sales or Sales Designee		Team Member	
N/A	Merchandising or Designee		Team Member	





Sysco Riverside, Inc.
15750 Meridian Parkway
Riverside, CA 92518
T 951.601.5300

sysco.com

RE: Establishing Credit

To Whom it May Concern:

The purpose of this letter is to provide you with the necessary information to establish credit with our firm. Our company name is Sysco Riverside, Inc., a wholly owned subsidiary of Sysco Corporation (NYSE). Pertinent information is listed below:

OFFICERS:	SAUL ADELSBERG – REGION PRESIDENT JIM HARLAN – REGION VP & CFO GREGORY S. KEYES – TREASURER CARMEN NG – SECRETARY
DUN & BRADSTREET NO:	078736180
NAICS CODE:	424410, 424420, 424430, 424440, 424460, 424470
SIC CODE:	514
CALIFORNIA RESALE NO:	SR-EH-102-354909
FEDERAL EIN:	30-0570940
STATE EMPLOYEE ID NO (SEIN)	0020-35442
STATE OF CAL CORPORATION CERT. NO:	C3506328
FDA REGISTRATION NO:	15033804288
PACA LICENSE NO:	20130549
STATE OF INCORPORATION:	DELAWARE
DATE OF INCORPORATION:	MARCH 3, 2009

BANK REFERENCE:

ZION'S BANK
310 SOUTH MAIN STREET 3RD FLOOR
SALT LAKE CITY, UT 84101
CONTACT: PHILIP THOMPSON
Phone: 801-844-8022
Fax: 801-524-2244

Bank inquiries should include a copy of this letter.



Sysco Riverside, Inc.
15750 Meridian Parkway
Riverside, CA 92518
T 951.601.5300

sysco.com

TRADE REFERENCES:

VENTURA FOODS INC., 14970 DON JULIAN RD, INDUSTRY, CA 91746
TYSON FOODS INC., P.O. BOX 2020, SPRINGDALE, AR 72765

(714) 257-3756 acct.# 35535
fax (479)290-4977 acct.#349705

FOSTER FARMS, P.O. BOX 381003, TURLOCK, CA 95381
KELLOGG'S CO., ONE KELLOGGS SQUARE, BATTLE CREEK, MI 49016

(760) 470-1824
(269)961-2000

BILLING & MAILING ADDRESS:

Sysco Riverside, Inc.
15750 Meridian Parkway
Riverside, CA 92518
Phone 951-601-5300

DELIVERY ADDRESS:

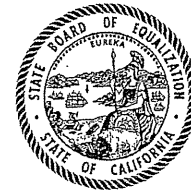
Sysco Riverside, Inc.
15750 Meridian Parkway
Riverside, CA 92518
Receiving hours are from 5:00am to Noon
320-inbound@rs.sysco.com – schedule by email only

Sincerely,

Jim Harlan
Region Vice President, Finance

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

02/26/2013 SR EH 102-354909

SYSCO RIVERSIDE, INC.
15750 MERIDIAN PKWY
RIVERSIDE, CA 92518

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

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

Request for Taxpayer Identification Number and Certification

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

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

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

Sysco Riverside, Inc.

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

15750 Meridian Parkway

6 City, state, and ZIP code

Riverside, CA 92518

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

3	0	-	0	5	7	0	9	4	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

James Harlan

Date ►

01/03/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

ZIONS BANK

Corporate Services

Apr. 16, 2013

RE: Account Verification

To whom it may concern,

Zions Bank currently has open active depository account(s) in good standing with the ABA Routing Number 124000054 as follows:

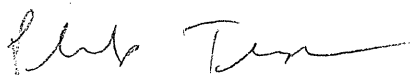
Account number 003177268 in the name of SYSCO RIVERSIDE INC.

This same information is valid for both ACH and Fed Wires. SYSCO RIVERSIDE INC is unable to provide a voided check as they do not issue checks from the account that they receive payments into.

SYSCO RIVERSIDE INC's current address on file is:
15750 MERIDIAN PKWY
MARCH AIR RESERVE BASE CA 92518

Feel free to contact me at 801-844-8022 if you have any questions or via email at philip.thompson@zionsbank.com.

Sincerely,



Philip Thompson
Vice President
Technical Corporate Services

City of San Bernardino Business Registration Certificate

This Business Registration Certificate does not indicate the legal operation of this business at this location. Other approvals by other City departments may be required. This certificate is issued without verification that the certificate is subject to or exempt from licensing by the State of California. It is the responsibility of each business owner to obtain and pay for a renewal registration certificate regardless of whether or not such business owner has received a renewal notice from the city. Any failure to receive such notice, for any reason, shall not affect the applicability of penalties of non-payment or late payment.

Annual renewal notices: Renewal notices will be mailed on the first business day of the month that the account expires. However, if your business is required to report gross receipts; the business must still include all the gross receipts for the previous 12 months from the expiration date. If you do not receive your annual renewal notice, please contact our office at (909)384-5302 or (909)384-5035.

POST IN A CONSPICUOUS PLACE

Account Number: 946777

Business Class: DELIVERY TRUCK

Expiration Date: 5/31/2023

Notes:

Business Name: SYSCO RIVERSIDE, INC

Business Location: 15750 MERIDIAN PKWY

Owner, Firm or Corporation: BRETT BERGLUND

BUSINESS REGISTRATION CERTIFICATE NON TRANSFERABLE

CITY OF SAN BERNARDINO BUSINESS REGISTRATION
P.O. BOX 1318
SAN BERNARDINO , CA 92402-1318

ACCT NO. 946777
DATE PAID 06/30/2022
SB1186 \$4.00
620 \$50.00

BALANCE \$ 0.00

BEU0817A AUTO MIXED AADC 926
7000000057 00.0002.0018 57/1



RIVERSIDE, INC
251 LITTLE FALLS DR
WILMINGTON DE 19808-1674

SYSO FOOD SERVICES OF RIVERSIDE, INC.

Up-Dated 3/14/2018

Total acreage	45
Total Square Footage	499,928

Certificate of Occupancy

April, 4 2013

Total Product Lines	11,017
---------------------	--------

PERISHABLE/ COLD SPACE

Frozen Food	116,274
Meat Room	17,505
Cooler	31,929
Cooler	14,338
Dry Produce	3,607
Perishable Dock	47,553
Ice Cream	4,498
TOTAL	235,704

Tractors

Trailers

Total Drivers

Average Cases Per Week

Average Deliveries Per Day

Average Stops Per Truck

Average Cases Per Stop

Average Miles Per Trip (incl. Shuttle)

Total Number of Customers

97
127
140
310,000
70
11
75
132
4,000

Dock Doors

Solar rooftop panels

Employees

57
4000
430

DRY SIDE WAREHOUSE SPACE

Dry Area & Dock	161,825
Maintenance shops & MHE aisle	20,868
TOTAL	182,693

OFFICE AND SUPPORT SPACE

First Floor offices	26,760
Second Floor offices	28,431
Business Review/ Kitchen/ Event Center	5,988
Fleet Maintenance Garage	13,584
Dispatch/ Receiving	1,434
Mechanical/ Utility	5,334
TOTAL	81,531



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/04/2024

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Sysco Riverside, Inc. 15750 Meridian Parkway Riverside CA 92518 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Zurich Ins Co	40142
	INSURER C: Steadfast Insurance Company	26387
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570107138224**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			GLO234720315	06/30/2024	06/30/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAP 2347204 15	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC234719915 AOS WC234720115 MA, WI	06/30/2024	06/30/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Excess Workers Compensation			EWT234722214 TX Non-Subscribers SIR applies per policy terms & conditions	06/30/2024	06/30/2025	EL Each Accident \$5,000,000 Aggregate Limit \$10,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Sysco Riverside, Inc. Attn: CFO 15750 Meridian Parkway Riverside CA 92518 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570107138224

**ADDITIONAL REMARKS**



Sysco Riverside
15750 Meridian Parkway
Riverside, CA 92518
T 951-601-5300

sysco.com

August 7, 2024

To Whom It May Concern:

Please be assured that Sysco Riverside, Inc. has registered as required by the Public Health Security and Bioterrorism Preparedness Act of 2002 (the Act) and has re-registered as of December 31, 2022 as required by the Food Safety Modernization Act.

We have obtained our registration number as required under the Act from the U.S. Food and Drug Administration (FDA) and intend to keep this number confidential. This number is unique to this company and, since FDA is not planning to publish a list of registration numbers, a facility's registration number should be of little legitimate use to any other entity.

If you have questions related to this requirement and Sysco's compliance, please contact Charles Leftwich at 281.584.2506.

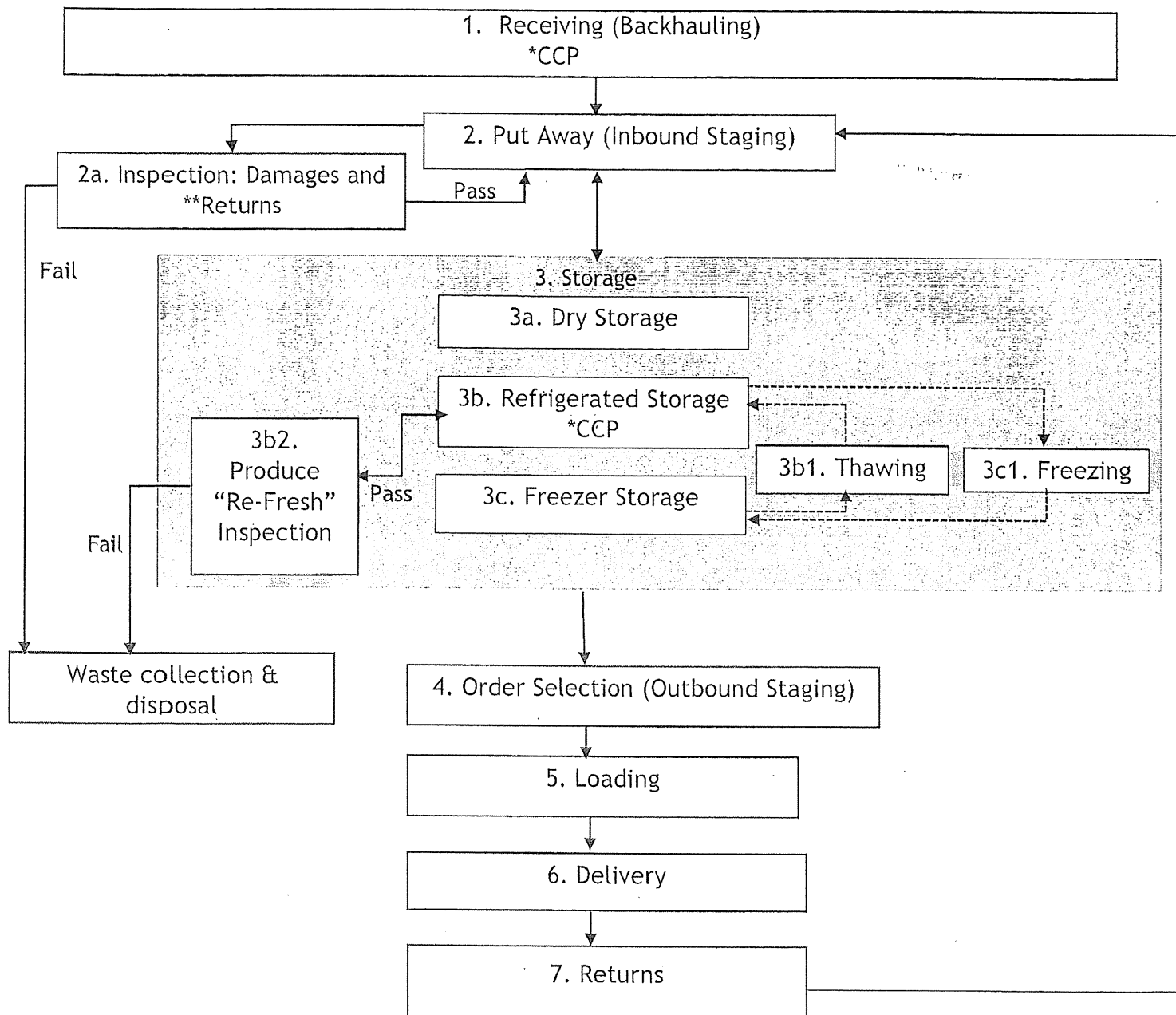
Sincerely,

Rafael Wuence

Food Safety Program Manager

Sysco Southern California

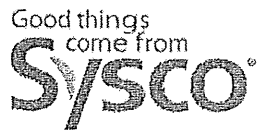
Storage and Distribution Process Flow Diagram



HACCP Coordinator Signature: _____

* Critical Control Point

** PHF foods return after delivery shall not be allowed back into inventory with exception of Key/Pallet drop (refer to 5-D-02B)



Executive Policy Owner:	Vice President, Quality Assurance
Policy Owners:	Sr. Director, Quality Assurance Director, Food Safety and Quality Assurance
Prepared By:	Sysco Corporate Food Safety
Effective Date:	September 1, 2015
Policy Location:	LiveLink
Version Number:	1
Reason for Revision:	Align with the process
Publish Date:	March 4, 2016
Implementation Date:	March 11, 2016

Date:	September 17, 2016
Version Number:	2
Reason for Revision:	Annual Reanalysis

Date:	
Version Number:	
Reason for Revision:	

* Critical Control Point

** PHF foods return after delivery shall not be allowed back into inventory with exception of Key/Pallet drop (refer to 5-D-02B)



Sysco Corporation
1390 Enclave Parkway
Houston, Texas 77077
T 281.584.1390

sysco.com

January 2019

Dear Valued Sysco Customer:

Sysco Corporation and its affiliated companies continue to believe preparedness, response and recovery capabilities are critical to meeting our customer needs in the event of a disaster or other emergency. Our company's vision, to be our customers' most valued and trusted business partner, is our motivation for taking these actions.

Sysco has taken numerous steps to prepare for and manage the wide variety of risks and threats including natural disasters and other disruptive or even catastrophic events. Whether it's the threat of pandemic, or hurricanes, floods, ice storms, fires, or mud slides, Sysco continues to emphasize the importance of business preparedness through its emergency response and crisis management programs. We are continuing improving these programs based on our findings from our Post Incident Reviews of the last year's extreme weather events and busy hurricane season.

Being prepared is a critical component to protect our employees, sustain operations, and meet customer needs. The attached document provides an overview of Sysco's enhanced crisis management and emergency preparedness plans, team structure, contingency plans for technology and communication functions, and our commitments as a critical infrastructure/key resource for food.

Periodically, we may provide you additional insight into our preparedness plans at the operating locations and corporate levels. In addition, should events occur, we will inform you on how we will set these plans in motion.

We trust you will find this information useful. However, should you have the need for additional information or have questions, please feel free to contact your local Sysco Sales Representative.

Sincerely,

Sandra Carson
Vice President, Enterprise Risk Management & Compliance
Sysco Corporation

Sysco's Preparedness & Response Framework

Sysco is working continuously to improve its preparedness and response program. While our individual plans are considered confidential and not available for broad distribution, the following highlights provide an overview of select components to our program, including our response structure, planning at the site and corporate levels, technology and communications, and critical infrastructure/key resources. Plan details can be reviewed at our Corporate office upon your request.

Below are key program elements we think you will find helpful in terms of better understanding Sysco's crisis management and emergency response capabilities.

CRISIS MANAGEMENT STRUCTURE & TEAMS

Sysco's corporate goal is to maintain a world class crisis management program. The company has made a commitment, as part of this effort, to the National Incident Management System (NIMS) and incorporated incident command principles within our response structure. Sysco decided to base its program on the NIMS model for several key reasons. First, NIMS is the recommended standard for incident management throughout the US. Second, Sysco's operations are considered a Critical Infrastructure/Key Resource in the Food and Agriculture Sector as defined by the Department of Homeland Security (DHS), and NIMS has been endorsed by DHS for Critical Infrastructure/Key Resource Sectors. Furthermore, the implementation of an incident management system like NIMS is a goal of the Private Sector Preparedness Act (Title IX, PL 110-53) as well as NFPA 1600, the current US standard for business continuity/emergency management. In addition to these guiding documents, Sysco has also observed and gathered numerous crisis management best practices from across the business community and our industry and tailored those approaches in order to best meet Sysco's unique business requirements and our customers' needs.

Several years back, Sysco launched an extensive training program in order to establish **Incident Command Teams** under the leadership of a qualified Incident Commander at each of our sites. These teams serve as the first line of defense and are responsible for conducting and coordinating all immediate response actions. Each Sysco operating location maintains an **Emergency Management Team** (EMT) made up of local executives who are responsible for overseeing response actions and ensuring the continued management of operations so customer needs are met. Over 750 Sysco associates, to date, have received training in NIMS and approximately 250 of those are certified in Incident Command.

Although most day-to-day incidents are managed by our operating companies and their respective teams, the small percentage of incidents that have the potential to affect Sysco operations more broadly will require corporate-level involvement in order to mitigate impacts and manage the recovery process. With this in mind, Sysco has established a corporate-level crisis management structure:

- The Tactical Support Team (TST) is comprised of corporate cross-functional leadership, such as Human Resources, Operations, Supply Chain, Communications, National Inbound Transportation Center, Information Technology and others. Working directly with the affected site(s), this team is responsible for identifying and provisioning any additional resources as well as providing additional response guidance and assistance with business resumption and recovery issues.
- The Crisis Management Team (CMT) includes select corporate officers and senior management. This team is strategic in nature and is responsible for setting the policy and strategy that will guide company actions during an actual or potential crisis. This team is also responsible for ensuring the Sysco organization is protected and significant events are effectively managed.

- Our response and management strategy centralizes communication, control and command with the teams best positioned to prepare for, prevent, manage, mitigate and recover from issues and adverse events that threaten our people, value, brand, finances, operations, business objectives and, of course, our reputation.

EMERGENCY PREPAREDNESS AND CRISIS MANAGEMENT PLANS

For many years, each Sysco operating location has been charged with preparing and maintaining a Sysco emergency preparedness plan by customizing materials and tools provided by the Sysco corporate office. This approach ensures each Sysco operating location has the best available resources to maintain its plans and to create consistency across the entire Sysco family of companies. These plans have long been the foundation of our emergency response capabilities. Our continuous improvement process has evolved the program to ensure materials are:

- Designed to be an “all-hazards plan” and establish a process to prepare for, respond to and recover from those actual or potential emergencies and the impact they may have on employees, operations, customers and suppliers.
- Structured to include more detailed response annexes for select risks or vulnerabilities, such as food safety, earthquakes, hurricanes, pandemic, fires, criminal acts, and other emergencies or significant disruptions.
- Reviewed on a regular basis during site visits by the Corporate Safety Professionals.

Furthermore, each Sysco operating location's Incident Command Team also maintains close contact and interaction with local emergency response and law enforcement authorities, as their assistance can be crucial during an event.

In addition to response plans for each Sysco operating location, there is a corporate-level Crisis Management Plan providing the overarching strategy that guides decision making at all levels of the organization and the efficient deployment of centralized resources to help individual operating companies respond to disrupting events. Included in this plan is the concept of operations outlining how the CMT and TST will work together and with individual sites as well as interface with customers, local authorities and other key stakeholder groups.

TECHNOLOGY AND COMMUNICATION

Supporting the preparation at the operating location level, Sysco has established a process to provide centralized technology and communication support to all of its operating companies in the event of an emergency.

- This process is supplemented by remotely maintained information systems. Sysco's centralized computer systems are located in redundant, hardened, and geographically diverse areas to minimize risks associated with fire, severe weather, or earthquake. This protects our access to data necessary for the operating companies to continue to service our customers.

For example, following Hurricanes Katrina, Rita and Ike, Sysco was able to meet customer needs in affected areas and the surrounding communities by quickly implementing business transfer plans developed by the operating companies and using our remotely maintained information systems. Operating companies from multiple surrounding states quickly stepped in to service area customers.

OFFICE OF EMERGENCY MANAGEMENT

As part of Sysco's Business Continuity Management program we have established the Sysco Office of Emergency Management (OEM).

The OEM monitors and identifies risks and incidents world-wide, including weather and infrastructure that may impact our personnel, operations, and assets. Risk and incident status is communicated to field and corporate leadership, with potential and actual incident response through our Crisis Management Program, providing direct support to impacted business.

Together, OEM and Crisis Management processes create an enhanced level of resiliency within our business, and ultimately, our customers. Creating resiliency within our business contributes directly to Sysco's vision of being our customer's most valued and trusted business partner.

CRITICAL INFRASTRUCTURE/KEY RESOURCE

Beyond Sysco's own role, many of our customers such as hospitals, long term care facilities, and first responder agencies that supply meals in disasters are also considered Critical Infrastructure/Key resources. Our response programs are built on the NIPP (National Infrastructure Protection Plan) and NRF (National Response Framework) which give us commonality in structure, terminology, procedures, and processes with all key agencies.

Sysco, without putting our employees in harm's way, will align our efforts with your current disaster plan and regulatory requirements, deliver emergency products and supplies, including bottled water, to critical infrastructure customers as our first priority. Following that obligation, Sysco will work with customers to prioritize supplies and deliveries as needed.

Sysco Emergency Preparedness Plan

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- 1.1 Purpose and Scope
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- 3.1 Incident Command Team
- 3.2 Emergency Management Team
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- 4.2 Alert and Notification
- 4.3 Direction, Control and Coordination
- 4.4 National Incident Management System/Incident Command System
- 4.5 Protective Actions
- 4.6 Public Information
- 4.7 Employee Communications
- 4.8 Resource Management
- 4.9 Business Continuity
- 4.10 Support of Disaster Response Efforts

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- 5.1 Plan Maintenance
- 5.2 Post Emergency Reviews & Follow-up Actions
- 5.3 Training & Exercises

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- A. Emergency Contact Information
- B. Emergency Management Procedures
- C. Standard Forms & Tools
- D. Glossary of Terms
- E. Resources and References
- F. Document Change Management Procedure
- G. Severe Weather Dashboard and Extended Weather Forecasting Tools

Risk-Specific Response Procedures

- 1. Ammonia Response (hazardous materials, chemical spill)
- 2. Workplace Violence (bomb threat, hostage situation, robbery, workplace violence)
- 3. Hurricane Planning Template and Checklist
- 4. Severe Weather (tornado, snow, ice, flood)
- 5. Earthquake
- 6. Pandemic Planning Template and Checklist
- 7. Strike Contingency Planning Model Checklist

Decision Support Documentation

- 1. Business Impact Analysis
- 2. Hazard Vulnerability Assessment

Annual Validation and Executive Sign-off Sheet



Sysco Quality Assurance
1390 Enclave Parkway
Houston, TX 77077
T 281-584-1350

Sysco.com

Dear Sysco Customer,

As the global leader in selling, marketing and distributing food products to restaurants, healthcare and educational facilities, Sysco takes pride in the quality and safety of the products we offer to our customers. However, on rare occasions, there are food safety or quality issues that require your immediate attention. We want to communicate these urgent messages to you as quickly as possible to protect your customers, your brand, and to comply with regulatory requirements. Sysco has deployed the Instant Recall™ solution to help meet these communication requirements.

How does it work?

In case of a recall or withdrawal, the Instant Recall™ interactive notification system will contact your location to provide specific information and instructions. The information typically includes the name of the product being recalled with corresponding item codes, the reason for the recall, the affected lot numbers, the size of container, best by dates, etc. The message may also provide detailed instructions on how to dispose of the product, order replacement products or receive credit for products that are affected. The Instant Recall™ system can potentially notify customers via e-mail, facsimile, certified mail and via telephone.

When Instant Recall™ calls, it's important that you listen to the entire message. The system may continue to call until you hear the entire message and confirm that you understand the instructions.

Calls from Instant Recall™ will come from the following numbers:

Sysco Operating Company: USA- 866-314-0788

Sysco Operating Company: Canada- 800-433-1978

SYGMA- 866-232-5817

FreshPoint- 866-232-7165

Who should take the call?

The system will ask to speak to a person responsible for handling product recalls at your location, such as the manager on duty or the dietary/kitchen manager. The system will ask for that person at the beginning of the call and wait until he or she comes to the phone. The responsible person confirms that they are the right person to take the call by pressing "1" on their telephone keypad. The call then proceeds with the message and questions.

How do I utilize the pause, rewind and replay functionality?

To ensure that you have the opportunity to capture all the necessary details communicated by the automated telephone call, you may utilize the system's pause and rewind functions. Similar to the buttons on a DVR or other recording devices, you can use your telephone keypad to control the playback of the message. You can press "4" to rewind or "5" to pause or resume the message. In addition, you will be given the option to hear the information repeated at the end of the message. You may also call the toll-free hotline provided with the message to hear the details of the communication again and to report the affected product quantities.



Sysco Quality Assurance
1390 Enclave Parkway
Houston, TX 77077
T 281 584 1350

Sysco.com

What do I do if I get the call on my voicemail, facsimile or e-mail?

If your location has received a voicemail, facsimile or e-mail regarding the recall there are two methods to mark your location as notified to prevent further notification attempts.

Toll Free Phone Line - When you call the toll-free numbers, the system will try to recognize you based on the number from which you are calling, but may prompt you to enter your location's main phone number if you are calling from the number other than the main location phone number. Calling the toll-free number will mark your location as "notified", which prevents any further automated phone calls regarding this issue to your location.

Web Portal – When you visit the web portal (www.myinstantrecall.com), the portal will ask for your location's main phone number or e-mail address to access the recall information concerning your location. Once logged into the portal you will have access to all of the details concerning the recall or withdrawal and be able to mark your location as notified through the portal, which prevents any further notification attempts regarding this issue to your location.

What steps do I need to take at my place of business related to Instant Recall?

Please post the attached notices and this letter in the office or other appropriate place at your business location to inform your staff of this important food recall and withdrawal notification system. Please keep these materials posted, and include them in your training programs, to keep your staff informed and ready to act in an event of a product recall affecting your location.

If you have any questions or feedback about the Instant Recall system, please contact your Sysco representative.

Best regards,

Sysco Quality Assurance Team



DON'T HANG UP!

Sysco has an important message for you!

Food Recalls and Withdrawals Made Easier

Sysco Corporation has deployed the Instant Recall™ solution, an automated food recall and withdrawal notification system. To ensure the safety of your customers, protect your brand and help comply with new FDA reporting requirements, notification delivery will be provided via automated phone calls. In addition, e-mail, text messaging, fax and live operator phone calls may be utilized.

Calls from Sysco-Instant Recall™ will come from the following numbers:

Sysco Operating Company: USA- 866-314-0788

Sysco Operating Company: Canada- 800-433-1978

SYGMA- 866-232-5817

FreshPoint- 866-232-7165

When Instant Recall™ calls you, it is important that you listen to the entire message. Please do not hang up until you hear "Goodbye". The system may continue to call you until you hear the complete message and confirm that you understand the instructions. During the message, you may press "4" to rewind or "5" to pause.

You may also visit myinstantrecall.com and log in with your location's phone number to review the notification details, confirm receipt and report affected product quantities.

If you have any questions or feedback about this important service, please contact your Sysco representative.



Instant Recall is a trademark of BellTower Technologies LLC.

Certificate

156082

Date of Audit

11/12/24 – 11/13/24

Certificate Issue Date

12/9/24

Date of Expiration

1/16/26

Re-audit Due Date

12/5/25

Audit Programme

ANNOUNCED

Auditor No.

35255

Certificate of Registration
The storage and distribution of frozen, chilled and ambient food and non-food products for foodservice, hospitals and schools, using their own transportation equipment and drivers. Products include produce, meat, poultry, dairy, seafood and a variety of ambient items

Exclusion from Scope
Wholesale Module

Product Categories
01 - Chilled and Frozen Food;
02 - Ambient Food;
03 - Packaging and packing materials;
04 - Consumer Products

Global Food
Certification
www.gfcertification.com

Certificate

156082

Mérieux NutriSciences Certification LLC certify that having conducted an audit at

Sysco Riverside

BRC SITE CODE: 2002183

15750 Meridian Parkway, Riverside, CA
92518 USA

Meet the requirements set out in:

GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020

Has achieved grade: AA

156082

For scope of Activities: The storage and distribution of frozen, chilled and ambient food and non-food products for foodservice, hospitals and schools, using their own transportation equipment and drivers. Products include produce, meat, poultry, dairy, seafood and a variety of ambient items

Exclusion from Scope: Wholesale Module

Product Categories: 01 - Chilled and Frozen Food;

02 - Ambient Food;

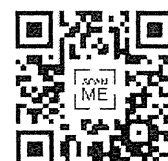
03 - Packaging and packing materials;

04 - Consumer Products

Mérieux NutriSciences

401 N. Michigan Avenue Suite 400, Chicago, Illinois 60611

Tel: +1 (312) 556-5341 www.merieuxnutrisciences.com/us



www.ias-anz.org/register

Sysco Food Safety System Overview

PROCESS FLOW OF DISTRIBUTION SUPPLY CHAIN

Receiving -> Put Away -> Storage -> Selection -> Loading -> Delivery -> Returns

HAZARD ANALYSIS AND FOOD SAFETY PREVENTIVE CONTROLS PLAN

Sysco Operating Sites have documented Hazard Analysis. The hazards include Biological, Chemical (includes Allergens and Radiological), Physical Hazards and acts of Intentional Adulteration that may be of a food safety risk to various product groupings.

A comprehensive risk-based Food Safety Preventive Controls plan based on Hazard Analysis Critical Control Point (HACCP) principles has been developed for product groupings where the likelihood and severity of each hazard is significant. The Food Safety Preventive Controls Plan is reviewed by the Global Support Center and Local Food Safety Teams annually or as needed.

There are two Critical Control Points: RECEIVING and STORAGE

PREREQUISITE PROGRAMS

Sysco Operating Sites have Prerequisite Programs in place that include Preventive Maintenance, Cross Contamination, Cross Contact (allergen), Non-Conforming Product, Pest Control, Sanitation, Temperature Control and Monitoring, Good Manufacturing Practices, Training, Recalls and Customer Complaints.

PREVENTIVE MAINTENANCE

A Preventive Maintenance Program is in place at each Operating Sites. The Preventive Maintenance Program covers the maintenance and repair of the facility, equipment and transportation vehicles and trailers.

CROSS CONTAMINATION CONTROL

Sysco Operating Sites have written Cross Contamination requirements and procedures in place. These requirements and procedures define the control steps associates must follow to minimize the risk of cross contamination from Biological, Chemical (non-allergenic) and Physical contaminants to food products.

CROSS CONTACT (ALLERGEN) CONTROL

Sysco Operating Sites have written Cross Contact (Allergen) requirements and procedures in place. These procedures and requirements define control steps associates must follow to minimize the risk of allergen contamination to food products.

NON-CONFORMING PRODUCT

Sysco Operating Sites have requirements and procedures in place to address the handling of non-conforming, damaged, wasted and returned products.

PEST CONTROL

Sysco Operating Sites have a Pest Control Program in place. The Program defines the requirements for Integrated Pest Management (IPM) strategies to prevent contamination by insect/rodent infestation and/or harborage at the Operating Sites.

Third Party Licensed Pest Control Operators are contracted at each facility as part of the IPM program. Only approved pesticides for food facilities are utilized in designated areas.

SANITATION CONTROLS

Sysco Operating Sites have written Sanitation Standard Operating Procedures and requirements in place for Facility and Vehicle Sanitation.

These written Sanitation Standard Operating Procedures and requirements define the ongoing responsibilities of Sysco's associates to ensure the Operating Sites are clean, sanitary and in good repair.

TEMPERATURE CONTROL AND MONITORING

Sysco's Food Safety System includes an Integrated Cold Chain Monitoring System that evaluates ambient air and/or direct product temperatures during Inbound Receiving, Storage and Outbound Delivery activities. From receipt to storage to delivery, temperatures are monitored to ensure Food Safety.

The HACCP Plans define specific monitoring requirements that must be followed and documented during Receiving. Sysco Branded refrigerated raw ground beef, raw chicken, fresh seafood and fresh produce are required to have a Time Temperature Recorder (TTR) with each inbound shipment. Radio Frequency (RF) enabled TTRs are used to automate the temperature data downloads and generate email notifications to better ensure this important information is gathered and reviewed by Operating Sites associates.

Refrigerated HACCP storage areas and loading docks are continuously monitored 24 hours a day/7 day a week. Automated email and cellular notifications occur when storage area air temperatures deviate from Warning and Critical alert limits. Storage temperature data is reviewed daily by a trained associate and verified weekly by a HACCP certified associate.

Trailers for delivery are pre-cooled prior to loading and temperatures are continuously monitored by the driver throughout the delivery process. A selected number of delivery routes are monitored with RF TTRs daily to evaluate temperature control during the delivery process.

GOOD MANUFACTURING PRACTICES

Written Good Manufacturing Practices (GMP) requirements are implemented at each Operating Sites. These written GMP requirements address associate cleanliness/hygiene, hand washing, food and beverage consumption, tobacco usage, cuts, illness reporting and proper food handling.

TRAINING

All Operating Site personnel, including temporary personnel and contractors, are properly trained on all Food Safety procedures and requirements prior to beginning work.

PRODUCT RECALL PROGRAM

Sysco Operating Sites have a Product Recall Program in place to ensure recalled products are removed from the market-place in a timely manner. The Program defines the required activities for inventory management, customer communication, product recovery and cost recovery.

The Recall/Traceability system's effectiveness is tested routinely through regular Recalls and Mock Recalls.

CUSTOMER COMPLAINTS

Sysco Operating Sites have procedures in place to address customer complaints that are Food Safety related.

SECURITY VULNERABILITY ASSESSMENT AND FOOD DEFENSE

Sysco Operating Sites are registered as required by the Public Health Security and Bioterrorism Preparedness Act of 2002. Sysco Operating Sites have obtained their registration numbers as required by the U.S. Food and Drug Administration (FDA) as part of the Food Safety Modernization Act (FSMA).

A Vulnerability Assessment is performed annually using the Food Defense Plan Builder on the FDA website at [FDA Food Defense Plan Builder](#). Each Operating Site has a site-specific Food Defense Plan which includes mitigation strategies for intentional adulteration. It is developed in conjunction with applicable Regulatory requirements.

The following are some examples of security measures that Sysco utilizes. The security measures may vary from site to site.

- Alarm System
- Associate Background Checks
- Associate Access Badges
- Guard Building
- Secured Lots
- Gated Entrances
- Visitor Program
- Trailer Locks & Seals

FOOD SAFETY MODERNIZATION ACT

Sysco Operating Sites have a Food Safety System in place that complies with all the rules defined in the Food Safety Modernization Act (FSMA). Each Operating Site has a Preventive Control Qualified Individual (PCQI) responsible for direct oversight of the Food Safety System.

A reanalysis of the Food Safety System is performed annually or more frequently as needed.

GFSI RECOGNIZED STANDARD CERTIFICATION

Sysco sites are audited utilizing the BRCGS's Global Standard for Storage and Distribution. Each site is re-audited/recertified on a yearly basis by Merieux NutriScience Certification LLC - certification body. This Food Safety certification program was implemented in 2015. The certificates are available at each site.

DOCUMENTS AND RECORDS

Under subpart G of Title 21 of the Code of Federal Regulation Part 117 - Current Good Manufacturing Practice, Hazard Analysis and Risk-based Preventive Controls for Human Food, food distributors are neither receiving facilities that are required to establish a supply-chain program nor suppliers, because such entities are not manufacturers/processors.

Due to the proprietary nature of the Sysco Food Safety System; documents and records are available for review onsite only at Sysco Operating Sites. Documents and Records are not available for distribution.

CONTINUING PRODUCT GUARANTY

April 23, 2024

Each of the articles comprising each shipment or other delivery of any product or products distributed by the undersigned to you or on your order is hereby guaranteed, as of the date of such shipment or delivery, to be on such date not adulterated or misbranded within and not an article which may not, under the provisions of Section 404 or Section 505 of the Federal Food, Drug and Cosmetic Act (the "Act"), be introduced into interstate commerce. In addition, on such date each of such products complies with the Federal Fair Packaging and Labeling Act, and, for meat and poultry product only, is hereby guaranteed to be on such date not adulterated or misbranded within the meaning of the Federal Meat Inspection Act and the Poultry Products Inspection Acts. This guaranty includes and is limited to those products which fall within the definitions contained in these Acts.

By the acceptance of this guaranty, you agree (i) to promptly notify us in writing of any Claim or any demand, complaint or proceeding within your knowledge for claimed violation of said Act as so amended including the name and address of the complainant and the name of the article involved, and (ii) to promptly furnish us with samples of the product as well as photographs of the shipping container of such product and/or package samples from such shipment.

The undersigned maintains Hazard Analysis Critical Control Points (HACCP) plans in our distribution facilities in accordance with all applicable governmental requirements as well as Standard Operating Procedures (SOPS) and Standard Sanitation Operating Procedures (SSOP). The undersigned is in compliance with the Public Health Security and Bioterrorism Preparedness Act of 2002.

The continuing guaranty set forth in this letter will remain in force and effect until termination by at least ten (10) days' notice given you in writing by the undersigned.

Sincerely,

Rafael Wuence

Sysco Corporation
By: Rafael Wuence