

**A & R FOOD
DISTRIBUTORS**
A DBA of A&R Wholesale Distributors, Inc.

Date: April 18, 2017

To: Santa Monica-Malibu Unified School District

From: A&R Food Distributors

Re: RFP #SN17.18-19.20: Distributor Introduction, Cover Letter

On behalf of A&R Food Distributors, I would like to thank you for the opportunity to participate on your Snack Food Distribution RFP #SN17.18-19.20 for the 2017-2018 school year.

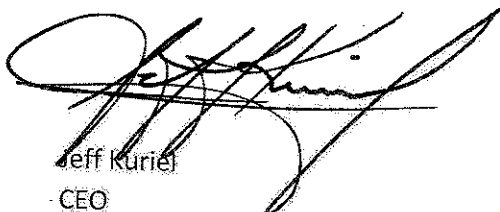
A&R Food Distributors is a prominent supplier of food and food related products to Public K-12 Schools in Southern California. Contracted with over 90% of the school districts within its service territory, A&R stocks an extensive portfolio of Frozen/Refrigerated, USDA Commodities, Groceries, Snacks, and Beverages to meet the varying needs of all Child Nutrition Programs.

Established in 1986 and under original ownership, A&R has the tools and experience to support the diverse challenges of our school nutrition partners. Our website not only offers convenient order processing, it allows access to all product nutritionals, Commodity tracking, and a search engine that sorts Smart Food compliance, Meal Contributions, Gluten Free, Kosher, Peanut Free, etc.

As legislative changes for healthier meals continue to shape the School Nutrition industry, manufacturers' desire to build future brand loyalty drive innovation for new cost effective meal options. A&R is the leader in bringing new, compliant products quickly to market while offering **flexible** solutions to meet current challenges.

We sincerely appreciate your continued interest in A&R and the opportunity to participate on this selection process for the 2017/2018 school year. Please visit us at <http://youtu.be/xBwys05EdGY>

Respectfully,



Jeff Kurie
CEO

1765 W. Penhall Way • Anaheim, CA 92801
Office: 714.777.7742 • Fax: 714.777.7085

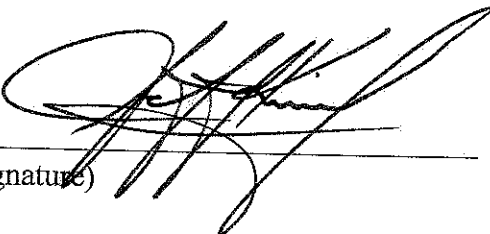
A&R Food Distributors


Nature and Legal Entity

A&R Wholesale Distributors, DBA, A&R Food Distributors is a California Company located in Anaheim CA. Ron Paz and Jeff Kuriel collectively hold all company issued stocks.

- a) Distributor name: A&R Food Distributors
- b) Address: 1765 W. Penhall Way, Anaheim CA 92801
- c) Name of contact: Sang Kim (Bid Coordinator)
- d) Phone Number: (714) 777-7742 Ext. 102 Fax (714) 777-7085
- e) Email address: sangkim@aandrfoods.com
- f) Year Established: 1986
- g) Number of Employees: 110
- h) Web site: www.aandrfoods.com

i) Signature of authorized officer


(Signature)


(Signatory's Name)

CEO
(Signatory's Title)

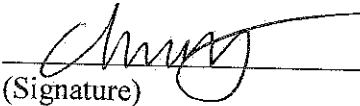
5/1/17
(Date)

A&R Food Distributors

Agreement for Services

A&R Wholesale Distributors, DBA, A&R Food Distributors a California Company located in Anaheim CA received a copy of the standardized Agreement for Services used by the South Bay Purchasing Cooperative, including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the Cooperative, A&R Food Distributors has no substantive objectives to the use of these Agreements.

I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted.


(Signature)

SANG KIM
(Signatory's Name)

BID COORDINATOR
(Signatory's Title)

4/18/17
(Date)

Santa Monica-Malibu Unified School District
1651 16th Street, Santa Monica, CA 90404
SNACK Food Distribution Request for Proposal # SN17.18-19.20
Submit RFP by May 2, 2017 at 12:00 p.m.

REQUEST FOR PROPOSAL SIGNATURE PAGE

This Request for Proposal (RFP) is for the distribution of snack food products for the District(s) in the South Bay Purchasing Cooperative.

Before bidding, please read the **Instructions, Required Bid Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the Santa Monica-Malibu Unified School District Food Services Department, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

Questions and answers from the Bidders will be published in on the Torrance USD website (tusdfoodservice.org) by 5:00 PM on April 28, 2017.

If further clarification is needed, call Elizabeth Powell at the Santa Monica-Malibu Unified School District at (310) 450-8338.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: 

Printed Name of Signor above: Sang Kim

Title: **BID COORDINATOR** Date: 04/18/17

Company Name: A&R Food Distributors

Mailing Address: 1765 W Penhall Way

City State Zip Code: Anaheim, CA 92801

Phone Number Fax Number: Tel. 714-777-7742 Fax 714-777-7085

E-Mail Address: sangkim@aaandrfoods.com

CONTRACT AGREEMENT

(SNACK FOOD DISTRIBUTION RFP # SN17.18-19.20)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this _____ day of _____, 2017, by and between Santa Monica-Malibu Unified School District (the "District") on behalf of the District(s) in the South Bay Purchasing Cooperative [the "District(s)"] and

A&R Food Distributors

Distributor/Contractor Name (Hereinafter referred to as "Distributor")

1765 W Penahall Way, Anaheim, CA 92801

Mailing Address

City / State / Zip Code

RECITALS

1. The Santa Monica-Malibu Unified School District (the "District") is the representative agency for the member districts of the South Bay Purchasing Cooperative [the "District(s)"] for this RFP. The District(s) have granted the District the authority to solicit and award proposals for products and services.
2. On behalf of the District(s), the District has solicited proposals for the provision of Snack Food Distribution via a Request for Proposal Number SN17.18-19.20 (the "RFP"), whereby the District(s) may agree to purchase specified products for the member districts' use from the successful proposer(s).
3. The District(s) and successful proposer hereby desire to set forth their agreement with respect to the sale to the District(s), and the purchase from the successful proposer, of products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from August 1, 2017 through July 31, 2018.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES. Under the California Education Code Article 3, Section 17596. If mutually agreeable, the District(s) reserve the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years.

The initial contract period for this RFP will be August 1, 2017 through July 31, 2018, with the option to renew for up to two (2) additional years, in one (1) year increments (Extension 1: August 1, 2018 to July 31, 2019 and Extension 2: August 1, 2019 to July 31, 2020), in accordance with Education Code Section 81644. Each District's Board of Education reserves the right to not renew the contract at the end of each annual period. Prices are to be the price at which the item will be sold to the District(s).

This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District(s). Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District(s) reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the District(s). Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the Los Angeles/Long Beach region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Distributor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District(s) reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of weighted factors, performance of service and/or provision of quality products. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

The District(s) shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District(s) may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the District(s) through this purchase may be deducted from unpaid invoices or must be paid to the District(s) by the successful Distributor. Prices paid by the District(s) shall be considered the prevailing market prices at the time such purchase is made.

PRICING AND PRICING METHODOLOGY

The pricing methodology proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID.

District(s) shall verify all pricing on invoices with awarded bid pricing. Should vendor overcharge District(s) for any item, the District(s) will request full reimbursement for the overcharge. The second time the vendor is notified of an overcharge, the District(s) will assess an additional two hundred percent (200%) penalty. By way of example only, should vendor charge \$100.00 for items that it should have actually charged \$50.00, vendor will immediately reimburse District(s) the sum of \$50.00 for the overcharge together with an additional sum of \$100.00 for the penalty, for a total payment of \$150.00.

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties. Price changes must be communicated in writing to specified individuals at each of the District(s) at least 30 days before the price changes will take effect.

In the event of a decline in price, the successful Distributor is to give the District(s) the immediate advantage of such a decrease and inform the District(s) of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

FUEL SURCHARGES

Absolutely **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.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be **no minimums in dollar volume or case counts.**

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

The District does not guarantee that all items or quantities shown on this bid will be purchased. Quantities indicated are approximate and the District reserves the right to increase or decrease the number of units to be purchased if deemed necessary.

The District reserves the right to add items to the contract during the contract period. Prices for additional items will be negotiated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Snack food items must be delivered in accordance with the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

PRODUCT QUALITY CONTROL

The District(s) reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District(s) to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Orange or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery.

Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy).

INFERIOR PRODUCT, INSPECTION AND ACCEPTANCE

The Distributor agrees to permit inspection of the delivered items by a representative of the District(s) Food Services Department with the right of rejection of inferior merchandise. The District(s) decision shall be final. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

PACKAGING

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.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District(s) for product or freight.

"BUY AMERICAN" PROVISION

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

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the District(s) Food Services Department, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District(s). The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

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

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

SAMPLES AND TESTING

Samples of items, when required, shall be furnished free of expense to the District(s), and may be retained by the District(s) for the purpose of comparing against material delivered by the successful bidder, and if not destroyed by tests will, upon request, be returned at bidder's expense. The final decision as to whether the material or product is the equal to that specified

shall be made by the District(s). In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the vendor shall pay the cost of the tests. In all cases the District(s) reserves the right to make tests it deems necessary.

SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District(s) unless prior approval has been received to deliver alternate products. The District(s) will not allow substitutions without prior approval.

If the desired product is absolutely not available for any reason, the District(s) shall be notified at least 2 days in advance.

No product will be represented as being in conformance with the specification when such is not the case. District(s) preferences have been pre-determined in accordance with taste tests and pricing evaluations. Products are on a menu based upon very specific nutritional analysis and a copy of that analysis is on file at the District(s).

If the desired product is absolutely not available for any reason, the District(s) shall be notified at least two days in advance and the District(s) shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District(s). **When substitutions do occur, Distributor shall provide nutritional statements and ingredient listings of the replacement product.**

The Distributor must provide the specified product or an acceptable substitute, as determined by the District(s). If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District(s) for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District(s).

If substitution is unavoidable due to market conditions, Contractor must provide equivalent item for District(s) approval at no additional cost to the District(s) for product or freight. Authorization of a substitute product shall be at the sole discretion of the District(s).

Contractor shall immediately notify Nutrition Services if they become aware of any product changes or reformulation. When product changes do occur, Contractor shall provide nutritional statements and ingredient listing of these products to the District(s). Failure to provide notification to Nutrition Services of any product changes or reformulation, of which the Contractor is aware of, may result in termination of the contract.

RECALLS

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

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the District(s). The District(s) reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations with delivery time window is included for each District in the Appendix.

The District as a matter of non-responsiveness shall reject all RFPs (regardless of price) that fail to indicate ability to deliver the product within the required time to the required locations.

For emergency orders, the Contractor will be required to make direct deliveries to the various cafeterias or other locations as requested by the District Food Services Central Office. There is no minimum order requirement for emergency deliveries.

The District may discontinue service upon 24-hours' notice for reason of unsatisfactory service. FAILURE TO DELIVER IN ACCORDANCE WITH THESE SPECIFICATIONS SHALL CONSTITUTE UNSATISFACTORY SERVICE.

Once a mutually agreed upon delivery schedule is established between the Distributor and the member district(s), timely delivery of all orders is expected. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, **the District reserves the right to assess a penalty payment to the Distributor for each instance in the amount of \$100 per late delivery per site**, and deduct from the Distributor's invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. A "late delivery" is defined as a delivery outside of the agreed upon delivery window with each District, whether it is early, or before the delivery window or late, or after the delivery window. Early deliveries may disrupt local city ordinances. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. **The District shall be entitled to bill/deduct from payments to the Vendor the rate of \$100 per delivery per site for any and all late deliveries.**

The Distributor must guarantee a 99.5% fill rate for all District orders. For any District order, if the Bidder is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the District pays on the open market.

ACCOUNTING AND PAPERWORK

Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor.

Original - signed by person receiving material and retained by delivery site Contractor;
Duplicates - shall be left at each location – Nutrition Services copy

The original invoice must be signed by the individual receiving the product and is to be left for the food service kitchen lead. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued within 10 operating days.

Statements for all goods purchased within a calendar month shall be made available on an individual school basis. Statements should be sent by the 5th of the month following the month of purchase. Statements must be available either in paper or electronic format based on each District(s) preference.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated. All invoices are due and payable within 30 days from the "invoice date" or date of delivery upon the receipt of invoices acceptable to the District. The Distributor will list all discounts and payment options available on the Distributor Evaluation/Questionnaire if terms other than "Net 30 days" are offered.

AUDITS AND INSPECTIONS

The Distributor shall submit to third party audits and/or inspections initiated by the District(s) during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.

FORCE MAJEURE

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Distributor shall comply with all District(s) security regulations. Doors must be locked, alarms set and food must be safely stored, otherwise it could result in a fiscal penalty and/or termination of the contract. Each District will assess the situation(s) based on protocol for each individual District. Any fees assessed for false alarms will be passed on to the distributor.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District(s).

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1. Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District(s) that will enter the sites and other District(s) facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District(s) with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District(s) that will enter the sites and other district(s) facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.

CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.

PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the RFP. All drivers must possess a valid California Driver's License.

EMPLOYEE BACKGROUND CHECKS: At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

DRUG AND ALCOHOL FREE WORKPLACE: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the District(s) Board of Education Policies. Therefore, the work site shall be kept drug and alcohol free at all times.

TOBACCO-FREE WORKPLACE: The successful bidder hereby agrees, under the contract, he will comply with the District(s) Board of Education Policies. Therefore, the work site shall be kept tobacco free and smoke-free at all times.

AFFIRMATIVE ACTION

The Distributor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

HOLD-HARMLESS CLAUSE / INDEMNIFICATION

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District(s) entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District(s), arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the District(s) property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District(s).

The Distributor, at the Distributors own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District(s), its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District(s), their officers, agents or employees in any action, suit or other proceedings as a result thereof.

INSURANCE

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

- a) Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$1,000,000 Aggregate.
- b) Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- c) Insurance certificate must name the District(s) as additional insured.
- d) Certificate to be submitted by vendor must be submitted prior to award.

PIGGYBACK CLAUSE/OTHER DISTRICTS

For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, a piggyback option is available for a total of 25 additional school districts in the Los Angeles County, Orange County, Riverside County and San Bernardino County. Piggyback must first be approved in writing by both the South Bay Purchasing Cooperative and the distributor, prior to implementing the proposal. The District will keep a list of all additional districts approved to piggyback on this RFP.

District(s) preapproved to piggyback on this RFP as of the publish date are:

Huntington Beach Union High School District
Los Alamitos Unified School District

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

In the event of any dispute between the District(s), District, member district (s), and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

EVALUATION AND SELECTION PROCESS

Evaluation factors used to score RFPs will be based on clearly described specifications indicated in the RFP solicitation. All evaluation factors and their weighted importance are listed in the RFP. How RFPs will be evaluated and scored will also be described to all interested parties. The District(s) will document and evaluate the RFPs received and have a method for evaluating proposals received and for selecting awardees. The evaluation process will ensure integrity, compliance with public policy, and will consider proposer's past performance, as well as financial and technical resources; all of which, when applicable, will be included in the original RFP solicitation. The evaluation criteria included in the RFP will be evaluated prior to evaluating price, and price is the highest weighted factor. There will be a committee of at least two (2) persons who did not write the RFP who will evaluate the technical criteria of the RFPs. The RFP is to be awarded to the most responsive and responsible vendor who submitted the lowest price, as determined by the evaluation criteria.

SUBMISSION GUIDELINES

The District(s) reserve the right to waive any informalities or irregularities in received Submittals. Furthermore, the District(s) reserve the right to reject any and all submittals, and to negotiate contract terms with one or more respondent Distributors for the work items.

The District(s) hereby notify all respondents that they will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award.

The District(s) reserve the right to change the dates on any schedule stated herein, or attached without prior notice.

ADDITIONAL REQUIREMENTS

- a) The Distributor **must have** an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.
- b) The Distributor **must offer** an active website to allow on-line ordering and reporting. District(s) must have access to sales reports, commodity balances, and commodity reports via on-line.

B2B TRANSACTION REQUIREMENTS

The District(s) Nutrition Services Department has embarked on an organizational transformation program with a goal to improving controls, efficiency and saving costs. A critical component of this program is the implementation of technologies to support business-to-business (B2B) transactions between The District(s) Nutrition Services and its trading partners for food distribution logistics and supply chain.

As a consequence of the organizational transformation program, the District's Nutrition Services continually recruits, supports and builds relationships with suppliers that have ability and technology framework to support its B2B transactions initiative. The District's Nutrition Services' major suppliers are required and/or encouraged to have the ability to support B2B transactions consistent with the specifications given below. This current ability may be taken into consideration in the determination of award for this proposal. Proposers must be able to go-live with the District's B2B system within 90-days of the award of a contract.

- Ability to receive and process electronic purchase orders: The District sends electronic purchase orders via secure RESTful Web Services.
- Ability to receive JSON transaction payload based on http/https protocol and send back an acknowledgement response indicating acceptance or rejection of an order and why.
- Ability to consume RESTful Web Service transactions to The District: e.g. invoice, pricing catalog (OPTIONAL)

Currently, Torrance Unified School District and Palos Verdes Peninsula Unified School District require this service. Additional Districts in the South Bay Purchasing Cooperative can invoke this clause at any time during the span of this contract.

More information on this requirement can be obtained by contacting Leeza Woodbury, Director of Nutrition Services, Torrance Unified School District at woodbury.leeza@tusd.org OR Jillian McCann, Assistant Director of Nutrition Services, Torrance Unified School District at mccann.jillian@tusd.org.

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

DISTRICT: Santa Monica-Malibu Unified School District

By: _____ Title: _____

Address: 1651 16th Street, Santa Monica, CA 90404
Phone No: (310) 450-8338 Fax No: (310) 399-2993

PROVISIONER: A&R Food Distributors

By:  _____ Title: Bid Coordinator

Address: 1765 W Penhall Way

Phone No: 714-777-7742

Fax No: 714-777-7085

Authorized Officers or Agents (Corporate Seal)

VENDOR QUESTIONNAIRE AND EVALUATION CRITERIA

Proposals found to satisfy the minimum requirements will be evaluated against the questions shown below. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up 180 points (total weight of 45%). Pricing will be evaluated after all other factors have been scored and will account for 220 points or 55% weight of total evaluation criteria.

In order to be found sufficiently qualified to propose in response to this RFP, answers to the Questionnaire must explain specifically how the vendor proposes to do business with the District(s) during the term of the agreement. Evaluators will be inclined to give lower scores to vague, open-ended statements, such as "we will work with the District(s) to provide the necessary products, goods or services." Proposals that contain more clearly-defined, multifaceted, specific commitments and innovations are what the District(s) are looking for and will be scored higher.

Please complete this Vendor Questionnaire and Evaluation Criteria Form and submit with your proposal. One (1) question is listed per page. Attach additional sheets if necessary.

(Evaluation criteria: A = Determining Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

Firm Name A&R Food Distributors Date 04/18/17

For District Evaluation USE ONLY

Question #	Points Assigned
1	20
2	10
3	5
4	10
5	10
6	10
7	10
8	10
9	10
10	9
11	6
12	9
13	9
14	9
15	15
16	10
17	10
TOTAL POINTS (out of 180)	172

Evaluation Criteria #1 – total weight = 45%

Category	Weight	Points Awarded	Weighted Score (weight x pts awarded)
A-Determining Cost Q#: 1, 12, 13	21.1% (38pts)	38	.211 x 38 = 8.018
B-Customer Service/ References Q#: 2, 3, 4, 5, 6, 10, 16	38.3% (69pts)	64	.383 x 64 = 24.512
C-Experience/ Competence Q#: 7, 8, 9, 11, 15	30% (54pts)	51	.30 x 51 = 15.3
D-Sustainability Q#: 14, 17	10.6% (19pts)	19	.106 x 19 = 2.014
Total	100%	95.56%	

Move through to Price Evaluation? Yes ☒ No ☐

Evaluation Criteria #2 – total weight = 55%

Category	Weight	Points Awarded	Weighted Score (weight x pts awarded)
Pricing	55% (220pts)	220	.55 x 220 = 121

1. Using a landed cost of \$20.00 per case, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to those District(s) would be for this item.

Note: Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. (A)

Minimum Requirements: A methodology that will result in the lowest overall cost to the District(s) taking into consideration a thorough clearly explained description of how existing or future products will be priced to the District(s).

A Pricing Methodology that at least addresses:

- Costs to the District(s) of administration
- All other costs to the District(s) for the receipt of the needed quantity of product, including new products
 - a. Developed by the vendor
 - b. Developed jointly by the vendor and the District(s) and
 - c. Proposed by the District(s)
- Ease of administration by the District(s)
- Effect on the District(s) of changes in the vendor's costs and
- Transparency of the elements of the cost structure (such that it can be easily audited, understood

ANSWER:

Pricing methodology in this section will address all new products and not precisely apply to pricing (math) provided on both Districts Item Lists sheets.

Here are some of the challenges in establishing a methodology with Dry category as it relates to the Item Lists provided:

- Range of costs varies greatly: Dry Milk (\$138), baby formula (\$210), bag of flour (\$8), bottle water (\$3) --all these take up the same amount of space, are drastically different. Baby formula cannot be damaged/misplaced, Flour classified as an allergen with fragile packaging, and water is often delivered into sites with a dolly 5 cases at a time. A case of Chips cost \$25, takes up twice as much space with short shelf life where a case of tuna costs twice as much (market prices fluctuate) with a third of the space. Products with identical size and weight can vary drastically --for instance, 4/1 gal Vinegar is \$7 where a 4/1 gal BBQ sauce can be over \$55 per case.
- Average price of dry goods are almost half of frozen items.
- Assuring the Districts a single pricing methodology has been applied to all line items would not be a fully accurate representation.

Since there is a diverse, inclusive list of dry items requested on this bid, we are confident District is receiving a very competitive and comprehensive quote. A&R would like to present a simple and inclusive pricing methodology that will cover all new products requested by the Districts throughout the term of this agreement:

<u>Landed Cost</u>	<u>Mark-up</u>
\$40 and Greater	12%
\$30 to 39.99	14%
\$20 to 19.99	15%
Under \$20	16% (min. \$1.50)

Example of \$20 landed cost:
 $\$20 \times 1.12 = \22.40

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
20	20	

2. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)

Minimum Requirements: A supply-chain management system that:

- Is efficient
- Requires less paperwork
- Includes effective quality controls such that problems are anticipated and, when such arise, promptly resolved
- Ensures timely and accurate delivery
- Is flexible enough to easily address changes in District(s) needs
- Reduces and controls District(s) costs

Sufficient fleet resources on hand or easily expanded through leasing, subcontracting or acquisition

ANSWER:

Yes, A&R has been a longstanding partner of the member Districts, very familiar with its site delivery requirements and will continue to meet the delivery schedule needs in the future.

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	10	

3. What is the lead time you require for orders that ensures a 99.5% fill rate? What is your company's TYPICAL "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)

Minimum Requirements: Substantial experience in the food-provision industry

- Experience reducing costs & paperwork for customers
- Recent and substantial experience providing the same food products to K-12 partners or similar market channels
- Experience providing the food product to California public schools

Recent and substantial experience providing food to commercial clients in an environment requiring a fast turnaround of 24 to 48 hours (i.e., vendor can supply needed products to the specified location within that period).

Evidence that the firm has experience supplying the product category in question:

- To K12 public school districts, independent charter school organizations, college & universities, business and industry, grocery, restaurants for which deliveries were made to at least 50 separate locations per week

Evidence that the firm has the ability to supply the District(s) at the volume of product the District(s) will need as shown by the firm's estimated usage of the product category.

ANSWER:

Two days lead time on all snack and beverage items applicable on the a la carte program.

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Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	5	did not describe fill rate and calculation.

4. How will emergency deliveries be handled? What process would you follow if your driver forgets to deliver a product or shorts the site a product? (B)

ANSWER:

Emergency situations are handled the same day or next day. We've handled water-utilities emergencies the same day with our trucks, have a van for emergencies deliveries and two sales reps that are very supportive in whatever it's needed.

In the even a product was inadvertently left behind or a miss-delivery, we make arrangements to deliver it the next day or anytime there after most convenient for the District.

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Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	10	

5. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)

ANSWER:

A&R will receive add-ons up until 12pm work-day before delivery with product availability being the only limitation. There is no limit on number of cases, however it may affect routing sequence if another truck is added.

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Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	10	

6. What is your procedure for notifying the customer of shortages and/or substitutes? (B)

Minimum Requirements:

Email notification must be sent to individual District(s) by 2pm the business day before delivery occurs.

ANSWER:

Districts will be communicated via assigned customer service rep with an email before 2pm.

Districts may choose to communicate pre-approved substitution list, approve each substitution at time of shortages or other methods that satisfy their needs (i.e. back orders, etc.). A&R does not send out substitutions without prior approval or set arrangements.

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Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	10	

7. Torrance USD and Palos Verdes Peninsula USD will require B2B transactions by the awarded vendor. If you are not currently using the B2B transaction process with Torrance USD and Palos Verdes Peninsula USD, please explain your plan to implement this requirement within 90 days of award of contract. (C)

Minimum Requirements: Technology that can interface with the District(s) cafeteria management system within 90-days of the execution date of any Contract

ANSWER:

A&R is currently providing Torrance USD's B2B platform to receive/process orders along with several other school Districts that use various systems to create and receive Purchase Orders.

We're capable of setting up B2B transactions to any other districts including Palos Verdes Peninsula USD within 30 days.

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Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	10	

8. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)

Minimum Requirements: Continuous cutting edge of:

- Data collection
- Reporting tools
- Metric measurements
- Trend-analysis
- Info. Sharing with customers

- Real-time reporting
- Constant communication
- Ability to communicate through e-mail
- Technology that adds value and lowers District(s) costs

Complete traceability (product from point of origin to point of consumption) with semi-annual (2 X year) showing traceability of each product

Proposer's provision of current and new products that meet District(s) nutritional requirements

Bidder should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product.

ANSWER:

We set up custom reports that are relevant to each District's needs to arrive on scheduled intervals or as requested on Excel format. Reports can show detail historical usages by site, product category, and options to show all future orders.

We also provide monthly Brown Box storage reports that have beginning and ending balances.

Currently, requests are typically filled with an attachment on e-mails. We are developing our website for users the ability to access their own reports.

Our buyers keep logs of product origin and made available to Districts upon request.

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	10	

9. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. How do you handle deliveries to sites without loading docks? (C)

Minimum Requirements: All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANSWER:

We have a full-service lease plan in which all maintenance and regulatory inspections are completed by a 3rd party, Inland Kenworth Pac-Lease Corporation.

Our trucks rotate on a 7 year lease terms to remain most compliant, possess latest safety features, and stay fresh in appearances.

Please see attached list of our trucks listed on the "A&R Fleet Lease Units."

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	10	

10. How does your company assist school district(s) if a freezer/refrigerator goes down and the district(s) ask for assistance? (B)

ANSWER:

A&R will assist any of its frozen districts with freezer malfunctions and has been called upon by Garden Grove, Buena Park, and Santa Ana to name a few Districts. We send a truck immediately to pick up product and store at our facility until the freezer is repaired. We don't recommend leaving a reefer unit unattended for more than 2 hours.

A&R does not charge any fees for such emergencies.

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Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
9	9	

11. What is your procedure to bring in new products for District(s)? What strategies do you have in place strategies to make the vendor's product appealing to District(s) parents and students (C)

ANSWER:

A&R will bring in any new product District desires. We'll disclose pricing and manufacturer's required minimum quantities for order. If satisfactory, we'll bring it what is requested and only require districts to purchase what is ordered before expiration. For instance, 100 cases minimum order to A&R while you may purchase 15 cases weekly. No storage fees or requirement to purchase all 100 cases at once.

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Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
9	6	vague Regarding strategies

12. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)

ANSWER:

No. Our experience has shown Districts are not geared to pay early or continue this process in a sustainable fashion. Rather than offer an unattainable target to inflate the proposal value, we've chosen to reflect all discounts in the net price of each item.

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Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
9	9	

13. Will you give a District a discount if they reach a certain dollar value per drop? (A)

No X

Yes _____

If yes, what does the dollar drop need to be? _____

If yes, what % discount will apply? _____. If you answered yes, this discount will apply to all drops that exceed the dollar value listed above.

ANSWER:

Varying drop sizes that may differ in assorted deliveries or locations are very difficult to administer and burdensome for customers to track. To maintain integrity and transparency, we've reflected all discounts on the price per case offered to all member Districts every day, every delivery.

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Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
9	9	

14. How many years has your company been in the food service business? What were your company's revenues for fiscal year 2015? How many years has your company been servicing school districts? (D)

Minimum Requirements: Evidence that the proposing firm has been in business long enough to understand, and be able to anticipate and support, its operational needs and to appropriately manage and address the risks associated with its operation.

Evidence that the proposing firm:

- Will continue to operate successfully throughout the term of any Perishable Contract it accepts
- Has a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis
- Has a history of managing for success and being successful

ANSWER:

A&R's most recent fiscal annual revenues were \$80mm.

Established on August 26, 1986, A&R has over 30 years of experience specifically focused on public k-12 School Nutrition Programs throughout Southern CA. Contracted with over 90% of public school districts within its geography, A&R also services 31 college/universities (UCLA, UC San Diego, UC Riverside, San Diego State, etc.) along with Disneyland and multiple other food service customers.

A&R has an impeccable track record with financial institutions, manufacturing partners, and government tax authorities. A&R's long standing history is clear of any integrity issues/concerns with our customers, vendor partners, and other government/private agencies.

Our employees are indoctrinated to A&R's Aspirations and Beliefs (attached) on their first day of employment and fully understand demonstrating these values are non-negotiable. The daily culture we strive to achieve has our customers being an integral part of this journey.

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
9	9	

15. Describe your HACCP plan? Have staff taken food safety courses and are they trained on a regular basis on food safety classes? Can your drivers provide a ServSafe Card upon request? Please attach your latest County Health Inspection reports. (C)

Minimum Requirements: Vendors who are or follow the best food-safety practices in that:

- The proposer has documented independent verification of effective written safety plans in place
- Proposer staff are properly and regularly trained in current safety procedures
- The proposer has executive-level staff whose responsibility it is to ensure food-safety
- The proposer's facilities are regularly inspected by accredited agencies in the field of food-safety auditing,
- The proposer's facilities are favorably assessed in those audits
- The proposer promptly and appropriately addresses safety issues raised by the food-safety auditors or otherwise and
- If called upon to do so, the proposer's record-keeping program is such that the proposer would be able promptly to trace any product or ingredient to its original supplier and source of origin

Evidence that the proposing firm has a minimum of appropriate safety controls in place and that an accredited food-safety auditing firm has found those controls to be satisfactory.

ANSWER:

Please see attached HACCP plan along with our 3rd party Food Safety audit and recent Health Department Inspection Report.

Food Safety is integral part of our daily functions and at the height of importance with all employees. Training is completed both during new hire orientation and continuous. Please note A&R does not repackage any food products, handle fresh produce, or serve meals to anyone. Therefore, our drivers are not required or carry a ServSafe cards.

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
15	15	

16. Will each District included in this RFP have a dedicated Customer Service Representative? How many customers is the dedicated Customer Service Representative responsible for? (B)

Minimum Requirements: Responses to reference inquiries that show:

- Prompt responses to requests for information
- Prompt responses to complaints & issues
- Satisfactory resolution of complaints & issues
- Timely and accurate delivery

Ready access to decision-making executives

Evidence that the proposing firm will appropriately incorporate the need to ensure that District(s) staff is sufficiently knowledgeable of proposer firm products, plans and processes to facilitate the most efficient interface between the two organizations. An effective training plan may include:

- Online education with tutorial
- Video demonstration capabilities
- Dedicated staff resources to training

Ability to train in multiple languages

Easy, "seamless" communication between District(s) operations and those of the vendor

Bidders should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. 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(s) in promoting school meal programs.

ANSWER:

Yes, each District has a dedicated Customer Service Representative assigned single contact throughout the school year. They will return calls within 4 hours, direct inquiries to relevant departments and escalate issues as needed.

75% of our current Customer Service team speak fluent Spanish, are well trained to support customer online training, and proficient in Microsoft Excel. Each CSR averages 19 Districts.

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	10	

17. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)

Minimum Requirements: An indication that the proposing firm has acted ethically in the past and will conduct itself ethically and with careful adherence to the District's ethics policies in the future should it be awarded a District contract.

ANSWER:

No.

Max Points Possible	Points Awarded (for Co-op use only)	Notes (for Co-op use only)
10	10	

Firm Name A&R Food Distributors Signature 

Phone#: 714-777-7742 Name (Printed) Sang Kim

Fax#: 714-777-7085 E-Mail address sangkim@aandrfoods.com

A&R Fleet Lease Units

A&R#	Unit#	LIC#	State	O/L/R	From	Type	Make	Year	GVW
1	074-837	89799G1	CA	L	Pac-Lease	28'BT R	KW	2012	50000
2	074-838	89518G1	CA	L	Pac-Lease	28'BT R	KW	2012	50000
3	074-839	89517G1	CA	L	Pac-Lease	28'BT R	KW	2012	50000
4	074-840	89516G1	CA	L	Pac-Lease	28'BT R	KW	2012	50000
5	074-884	61614L1	CA	L	Pac-Lease	29'BT R	KW	2014	50000
6	074-885	61613L1	CA	L	Pac-Lease	29'BT R	KW	2014	50000
7	074-886	61612L1	CA	L	Pac-Lease	29'BT R	KW	2014	50000
8	074-887	61611L1	CA	L	Pac-Lease	29'BT R	KW	2014	50000
9	074-888	61606L1	CA	L	Pac-Lease	29'BT R	KW	2014	50000
10	074-889	61607L1	CA	L	Pac-Lease	29'BT R	KW	2014	50000
11	074-890	70148Z1	CA	L	Pac-Lease	29'BT R	KW	2014	50000
12	074-891	61609L1	CA	L	Pac-Lease	29'BT R	KW	2014	50000
13	074-1138	48019Z1	CA	L	Pac-Lease	29'BT R	KW	2016	50000
14	074-1139	48020Z1	CA	L	Pac-Lease	29'BT R	KW	2016	50000
15	074-1140	14884D2	CA	L	Pac-Lease	29'BT R	KW	2016	50000
16	074-1141	48022Z1	CA	L	Pac-Lease	29'BT R	KW	2016	50000
17	074-1142	48024Z1	CA	L	Pac-Lease	29'BT R	KW	2016	50000
18	074-1143	59355C2	CA	L	Pac-Lease	29'BT R	KW	2016	50000
19	074-835	89797G1	CA	L	Pac-Lease	28'BT D	KW	2012	50000
20	074-836	89798G1	CA	L	Pac-Lease	28'BT D	KW	2012	50000
T1	074-579	9E23361	CA	L	Pac-Lease	TRACTOR	KW	2009	80000
T2	074-834	9E77496	CA	L	Pac-Lease	TRACTOR	KW	2013	80000
T3	074-881	9F01211	CA	L	Pac-Lease	TRACTOR	KW	2014	80000
TR#1	#01	4CT9625	CA	O	A&R	53' Reefer	WABSH	2002	
TR#2	#02	4FY8680	CA	LOAN	Pac-Lease	48' Reefer	WABSH	2004	
TR#5	#05	1WE1693	CA	O	A&R	48' TRLR	TRNSMO	2000	
SEQUOIA	A	5CNP014	CA	O	A&R	TOYOTA	SAQ.	2003	

Rental Units (Pac-Lease)

ARRIVED

21	074-892	61637L1	CA	R	Pac-Lease	26'BT	KW	2013	8/18/2016
22	074-1084	70323W1	CA	R	Pac-Lease	26'BT	KW	2015	3/6/2017
23	074-1082	70321W1	CA	R	Pac-Lease	24' BT	KW	2015	9/1/2016
24	074-737	07335D1	CA	R	Pac-Lease	24' BT	KW	2011	10/26/2016
25	074-880	26947H1	CA	R	Pac-Lease	26'BT D	KW	2009	3/6/2017
26	074-1088	16264X1	CA	R	Pac-Lease	26'BT D	KW	2016	3/6/2017
27	074-983	29478M1	CA	R	Pac-Lease	26'BT D	KW	2015	3/10/2017
28	074-562	01243E1	CA	R	Pac-Lease	28'BT D	KW	2009	8/10/2016

Rental Units (McKinney)

#03	536711	4NB3737	CA	R	MCKINNEY	53' Reefer	UTILITY	2015	8/25/2016
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A&R Food Distributors



An organization's culture is how people work with each other and interact with their company's external environment (customers, consumers, competitors, etc.) on a daily basis. A&R has developed a set of Aspiration and Beliefs that describe the culture of our Company.

Aspirations & Beliefs

WE ASPIRE TO BE A PREMIER
COMPANY IN THE FOOD SERVICE INDUSTRY.

WE WILL ACCOMPLISH THIS BY:

- Building Partnerships with our Customers
- Inspiring Employee Passion and Commitment
- Consistently Achieving our Key Business Objectives
- Being Innovative and Entrepreneurial

WE BELIEVE IN:

- Teamwork
- Honesty and Integrity
- Respect for People
- Providing Excellent Customer Service
- Generating Outstanding Financial Results

At A&R Food Distributors, we are on a collective journey toward making our Aspirations and Beliefs a reality. This journey belongs to each of us. We each own the responsibility to uphold our beliefs and help us move toward becoming the Company we aspire to be.



INSPECTION REPORT
County of Orange, Health Care Agency, Environmental Health
1241 EAST DYER ROAD, SUITE 120
SANTA ANA, CA 92705-5611
(714) 433-6000
ochealthinfo.com/eh

DA0C10FZK
Page 1 of 1

PR0085780

A AND R FOOD DISTRIBUTORS INC
1765 W PENHALL WAY
ANAHEIM, CA 92801

Mailing Address:
RON PAZ
1765 W PENHALL WY
ANAHEIM, CA 92801

Record ID: FA0060795
Inspection Date: 04/17/2017
Reinspection Date: N/A

Type of Facility: 0903-PACKAGED WAREHOUSE 6000-29999
SQ FT

Service: A01-ROUTINE INSPECTION
Glenn Dimaano, REHS
ENVIRONMENTAL HEALTH SPEC I
(714) 720-1498
7:00-9:00 AM

*THE ITEMS NOTED BELOW WERE OBSERVED DURING COURSE OF THE SITE VISIT. ANY VIOLATIONS
OBSERVED MUST BE CORRECTED*

OPENING COMMENTS

The purpose of the visit was to conduct a routine inspection. Juan Quintero was present during the inspection. The overall sanitation of the facility is very good. No signs of vermin observed at the time of inspection. Pest control measures observed inside and outside the facility. Restroom supplies good. Handwash supplies good. Hot water temperature 120 degrees F. Food maintained at approved temperatures. Cooler air temperatures at or below 41F.

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

WW79 - ENDING NOTES

Contents of report reviewed with Juan.

Copy of report emailed to Juan.

PLEASE IMMEDIATELY INFORM YOUR ENVIRONMENTAL HEALTH SPECIALIST, NOTED ON THIS
REPORT IF:

- * You are planning a remodel or adding equipment. All such changes must receive prior approval.
- * You are planning to sell or transfer ownership; otherwise you may be improperly invoiced.
- * You are not the owner noted on the top of this report.

SIGNATURE(S) OF ACKNOWLEDGEMENT

NAME:
TITLE:

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



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Orange, Ca. 92867
Phone: 714 744 8127 Fax 714 426 8018
Website: www.maderoqc.com www.madero-qc.com

Warehouse and Distribution Center Food Safety, Sanitation and Quality Audit Report

Company Information	Audit Information
Facility: A & R Food Distributor	Audit Type: Warehouse and Distribution Center Food Safety, Sanitation and Quality Audit
Address: 1765 W Penhall Way Anaheim, Ca. 92801	Auditor: Myrian Madero
Company rep: Jeff Kuriel	Audit Date & Time: April 5-6 2016
Title: CEO	Prior Audit Score: 94%
Phone: 714 777 7742 Fax: 714 777 7085	Audit Result: 95.00 %
Email: jeff@aandrfoods.com	

Facility and Operating Profile

1 Facility and Operations Description:

Auditor's Notes:

Well established company operating about 30 years is located in an industrial area in Orange County, California. This company is an S Corporation. This facility is leased and occupied 4 years ago. The plant is approx. 129,000 sq. ft., with 110 employees. The plant operates five days per week, 12 am to – 5 pm. Sanitation activities are performed by an internal janitor (offices, toilets and lunch room) by employees on a schedule. All products stored there are room temperature, Refrigerated and Frozen.

2 Was the audit Announced or Unannounced?

Announced

3 Regulatory Inspection Type and Establishment #:

The Company has had an annual Inspection by Orange County, Health Care department, environment Health every year. (Santa Ana Offices). No evidence for 2016 as of this report.

4 Products warehoused/produced at this facility.

A wide variety of pre-packaged retail and food service food products and commodities used by the industry.

5 The following departments and individuals participated in the audit process:

CEO, Bid Coordinator, Operational Manager, Warehouse Manager, Customer Service.

Section Notes :

Section A	Administration and Regulatory Compliance	91.00%
Section B	HACCP Management	94.00%
Section C	Facilities and Equipment	97.00%
Section D	Sanitation, Housekeeping and Hygiene	95.00%
Section E	Rodent and Pest Control Management	96.00%
Section F	Approved Suppliers, Receiving and Inventory Control	97.00%
Section G	Process and Product Evaluation	N/A
Section H	Packaging and Labeling	N/A
Section I	Storage and Shipping	97.00%
Section J	Training Requirements	91.00%
Section K	Food Defense	95.00%
	Food Safety, Quality and Food Defense Audit Average Score:	95.00%

Category Scoring Guide

95% - 100%	Meets or Exceeds Audit Expectations
85% - 94.99%	Needs Improvement
75% - 84.99%	Needs Significant Improvement



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<75%	Critical	
Automatic Audit Failure (Denoted as a "Critical" item in the audit report)	<ul style="list-style-type: none">- Product Contamination and/or adulteration- Significant deviation from identified CCP in the HACCP Plan- Mislabeled or misbranded product- Record falsification- Significant deviation from specification Facility is not operating in compliance with stated regulatory requirements	
Notes from the auditor:		
<p>This facility was audited/ Inspected by Orange County Health Care Department, environment Health in the past, and their last audit/ inspection were on 01/22/2015. Conditions of the facility are very good and clean.</p> <p>A Couple Quality programs are well established and the plant operates under a voluntary HACCP plan.</p> <p>Management was found very cooperative and dedicated.</p> <p>The operation is committed to develop the necessary programs and provide the checks and documentation to ensure that the product meets or exceeds the customer's specifications.</p> <p>An allergen program is in place which promotes good storing practices.</p> <p>They store packaged food, beverages, cooler and Frozen Packaged Food. Food, Beverages items are kept together and are separated from nonfood items (Cleaning Products). This facility only stores shelf stable items for dry food.</p> <p>Coolers and Freezers used are controlled three times a day and results are log. The warehouse staff, they work with customer specifications for product rotation and shipment.</p>		
Non-Compliance Summary		
Section A /4	Product Identification, Traceability and Recall Plans and Procedures The plant has a Recall Policy in place that outlines the team members and their phone numbers, members' responsibilities. No evidence of plant procedures to conducts mock recalls per year.	Need Improvement of mock recalls and records.
Section C /7	Plant Lighting and Protection Plant lighting is adequate, and most of observed lights were properly shielded to protect from breakage and product contamination. It is recommended that this deficiency be corrected.	Acceptable
Section A.	Administration and Regulatory Compliance	
1	Organization and Responsibilities A current organizational chart is on file. Appropriate reporting relationships are expressed. The Warehouse Manager reports to the President. Quality programs are shared between the President, the Controller, and Customer Service Manager.	Acceptable
2	Policies and Procedures Manual	N/A
3	Management Awareness and Commitment	N/A
4	Product Identification, Traceability and Recall Plans and Procedures Copy the section A/4	See section A/4



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5	Regulatory Compliance This facility doesn't receive any regulatory inspections. Third party audit started in 2014 per Customer Requirement. Other evidence of third party audits were from annual inspections by Orange County Health Department.	N/A
6	Document and Records Management A document control policy is in place that covers all aspects of creating, storing and disposing of documents. It is recommended that the procedure and matrix for documents retention records be created and implemented.	See section A/4
7	Change Management This facility communicates customer specification changes through their computer system. Specifications were detailed for all customers and specific instructions were written on the picking document when necessary	Acceptable
8	Documentation to Track Effectiveness of Policies Documented management reviews are not documented at least annually to evaluate the level of conformance to operational policies. It is recommended that the procedure document management review.	Needs Improvement*
9	Crisis and Natural Disaster Management A crisis management plan is in place that defines emergency procedures, outlines the crisis team members and provides key contacts with 24/7 access.	Acceptable
10	Customer/Consumer Complaints (Policies, Follow Up and Response) A written customer complaint program that addresses responsibilities, response time and corrective actions based on the investigation of a complaint is in effect by Customer Services responsible.	Acceptable
Section B.	HACCP Management	
1	Preliminary HACCP Tasks The HACCP team is composed of three people. A flow chart was developed showing all process steps.	Acceptable
2	Hazard Analysis (HACCP Principle 1) The HACCP Plan has detailed Hazard Analysis for all Hazards incidents likely to occur. The Hazard analysis includes processing steps, packaging, and Storage.	Acceptable
3	Critical Control Points (HACCP Principle 2) After documenting the Hazard Analysis, it was determined that there was no CCP's in this process. Therefore, this item is not applicable.	N/A
4	Critical Limits (HACCP Principle 3)	N/A



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	Same as above.	
5	CCP Monitoring (HACCP Principle 4) Same as above	See section B /1
6	Corrective Actions (HACCP Principle 5) Same as above.	See section B /1
7	Verification and Validation (HACCP Principle 6) Same as above	See section B /1
8	Documentation and Record Keeping (HACCP Principle 7) Same as above.	See section B /1
Section C.	Facilities and Equipment	N/A
1	Potable Water, Ice, Backflow Prevention, Steam and Waste Water Management The facility is a dry operation. An adequate supply of hot and cold water is readily available for sanitation and hand washing.	Acceptable
2	Facility Construction and Design The facility is constructed in a manner conducive to handling product in a sanitary manner. Observations of overhead contamination or cross contamination were observed during the audit. Materials used in the facility are easily cleanable	No construction at this time.
3	Facility Condition (Walls, Ceilings, Floors, etc.) The plant walls, ceilings, floors, etc. are being well maintained and there were no conditions such as peeling paint, rust, or other possible contaminants observed during the plant tour that could be a source of contamination. Source of contamination.	Acceptable
4	Employee Facilities Employees support facilities are acceptable, as they were neat, clean, and adequate for the number of employees at this facility. Break rooms are sufficient and in acceptable condition. Housecleaning log is on the room.	Acceptable
5	Equipment Layout, Design and Conditions Equipment is made of racking and lift truck and stretch wrap machine. All observed equipment was in good condition.	Acceptable
6	Plant Lighting and Protection Plant lighting is adequate, and most of observed lights were properly shielded to protect from breakage and product contamination. However, the spot lights (to look in trucks) on the receiving dock were not protected. It is recommended that this deficiency be reviewed.	Acceptable
7	Maintenance Standard (Support of GMPs, Housekeeping, Lubricants) There is a maintenance program in place mainly for forklifts. Majority of maintenance is contracted when needed as there is no other equipment in the facility.	Acceptable
Section D	Sanitation, Housekeeping and Hygiene	
1	Master Sanitation Schedule and Monitoring	Need Improvements Sanitation activities are



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	The master sanitation list is well developed and documented. Cleaning of the different items is very well followed	performed by an internal janitor (offices, toilets and lunch room) by employees daily. No Evidences for SOP's forms and records
2	Standard Sanitation Operating Procedures and Monitoring Sanitation procedures were written for all items in the Master Cleaning list and were available for review.	Acceptable
3	Cleaning Chemical and Sanitizer Control All containers of cleaning chemicals and sanitizers are properly labeled. Chemical containers are used for their intended purpose only. Chemicals are securely stored during periods of non-use.	Acceptable
4	Pre Operational Monitoring and Corrective Action	Acceptable
5	Verification of Cleaning Effectiveness	Acceptable
6	Operational Housekeeping and Monitoring Operational housekeeping is in control and well managed. No deficiencies were observed during the plant tour.	Acceptable
7	Personal Hygiene and Good Manufacturing Practices Observed personal hygiene practices were acceptable and consistent with policies and procedures.	Acceptable
8	Internal Audits and Corrective Actions Internal GMP self-inspections are conducted to verify compliance to policies and to evaluate the effectiveness of the policies.	Acceptable
Section E	Rodent and Pest Control Management	
1	Documented and Specific Pest Control Program Western Exterminator Company pest control services for this facility. The Pest Control manual contains the required licenses, Insurance and map. Chemical MSDS sheets and labels are complete.	Acceptable.
2	Outside Premises Management (Grounds, Waste Disposal Areas) Outside grounds are generally very well maintained and no issues were noted.	Acceptable.
3	Inside Premises Management The placement and locations of pest control devices appear to be effective and appropriate. All exit doors are properly protected by rodent traps and insect lights.	Acceptable.
4	Pest Tight Doors and Entrance Closures All doors were in good condition and tight. No issues were noted during the plant tour.	Acceptable.



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5	Secure Storage and Documentation of Pest Related Chemicals The facility does not store any pest control chemicals on site. They are brought to the facility and dispensed as needed.	Acceptable.
6	Detailed Activity Reports with Corrective Actions Activity reports were available, indicating specific sites of activity, type of activity, recommended corrective action, specific chemicals used, quantities used, locations where used, the date used and for what purpose. Activity reports were signed by the technician and by a designated plant representative. Deficiencies are addressed with corrective action documentation.	Acceptable.
Section F	Approved Suppliers, Receiving and Inventory Control	
1	Supplier Approval Policies and Procedures	N/A
2	Incoming Vehicle Inspection and Documentation All incoming loads are checked for vehicle condition, integrity and product condition. Reports were properly filled out.	Acceptable.
3	Release Criteria for Ingredients	N/A
4	Storage and Handling Policies and Practices Storage areas were generally neat, clean and in an acceptable condition. Products are rotated based on customer's specifications.	Acceptable.
5	Bulk Receiving Systems Sanitation and Monitoring	N/A
6	Restricted and/or Sensitive Ingredient Control, Including Chemical Compounds The Facility doesn't have allergen storage policy –they don't stock or open any containers, mix any ingredients. They have a chemical storage and handling policies for some of the cleaning products stored. However, MSDS sheets were not available for maintenance lubricants and chemical compounds kept in the maintenance room. All MSDS sheets are available.	Acceptable.
Section G	Process and Product Evaluation	
1	Process Control and Documentation Procedures	N/A
2	Specification and Formulation Control and Accuracy	N/A
3	Routine Calibration of Operational Equipment and Measuring Devices (such as thermometers, scales, flow meters, counters, metal detectors, etc.) All Thermometers are inspected and Calibrate by a Subcontractor company –Alliance Refrigeration.	Acceptable.
4	Foreign Material Control N/A	N/A
5	Application of Statistical Control	N/A
6	Allergen and Sensitive Ingredient Controls	Acceptable.



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	This facility handles allergens, but they are all packaged. There are no fluids (like milk). Storage procedures were developed to insure allergens are handled properly and also in case of a spill.	
7	Specification Compliance Documentation	N/A
8	Rework and Carryover Products	N/A
9	Analytical Records Management	N/A
Section H	Packaging and Labeling	N/A
Section I	Storage and Shipping	
1	Warehouse and Finished Product Management Warehouse conditions are maintained in a manner to assure product integrity. Finished product and packaging materials are held separated and away from chemicals. Product not "cleared" for shipment is clearly identified in the computer system and stored in a location where it is not likely to be shipped in error.	Acceptable
2	Retained and Returned Products Documented procedures requiring identification, segregation, documentation, evaluation, disposition and reconciliation of products that are placed on hold are established for non-conforming retained and returned products. Returned products are placed on hold immediately and placed in identified designated areas. An inventory log is maintained showing current product on hold and its location.	Acceptable
3	Storage Facility and Dock Maintenance Storage facilities were well managed and free of clutter and trash accumulation. Product damage was not observed. Dock maintenance programs appear to be effective. No deficiencies were noted during the tour of the shipping and dock areas.	Acceptable
4	Transport Condition Outbound vehicles are checked and documented for integrity and sanitary condition as required. All A&R trucks are update every 7 year.	Acceptable
5	Release Authorization to Ship Product Release authorization is required before any product is shipped. Once product has been accepted and entered into the inventory management system, it is released for shipment.	Acceptable
Section J.	Training Requirements	
1	New Hire Training (GMP, Food Defense, HACCP) New hired employees go through a GMP training and orientation training. Specific training for identified jobs such as receiving responsibilities is provided as well.	Acceptable
2	Training Language Training is provided in English & Spanish.	Acceptable



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3	Prerequisite Program Training Training was given on GMP's, sanitation, allergen , security, and any pertinent subject that was needed.	Acceptable
4	Refresher Training Refresher training in GMPs and Sanitation is provided and documented at least annually for all employees.	Acceptable
5	Proof of Knowledge A method to document understanding, such as testing or performance evaluations is an integral part of the training program. Quizzes were given and documented for all training provided.	Need Improvements
6	Training Records Records of attendance of all training were available for review for all employees and Management.	Acceptable
7	Training Program Review The plant's training program is reviewed annually to updated changes required by regulatory, management, or process changes or updates.	Acceptable
Section Notes	The training program in this facility is acceptable. Management also signs confirming that the training was effective by employee performance.	
Section K	Food Defense	
1	Management They have discussions/training around cold storage products leaving the cold areas, don't load trucks over weekends (tampering). The company is registered with the Federal Drug Administration and maintains a current Anti-Bioterrorism registration number. A documented Food Defense program is in place.	Acceptable
2	Human Element The people security in effect at this facility includes background screening for new employees and is kept with the employee records. There is a requirement for visitors and contractors to sign in and remain with an employee at all times during the visit. Only employees tour visitors thru the warehouse –strictly enforced.	Acceptable
3	Facility Procedures are in place to address access to and from the plant grounds and facility.	Acceptable
4	Operations Operation procedures are implemented to protect the product from contamination.	Acceptable
Section L Score	95-No lower than	Acceptable
Section 1.A	Ingredients of Concern	
1	Does the plant use or store Peanuts or Peanut Products?	Yes (sealed)
2	Does the plant use or store Tree Nuts?	No
3	Does the plant use or store Crustacean? In cans.	No



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4	Does the plant use or store Fish? In cans.	Yes
5	Does the plant use or store Egg or Egg Products?	Yes (sealed)
6	Does the plant use or store Milk or Milk Products?	No
7	Does the plant use or store Soybean or Soy Products?	No
8	Does the plant use or store Wheat, Corn (Maize) or Related Grains?	Yes (sealed)
9	Does the plant use or store Mollusks? In cans.	No
10	Does the plant use or store Seeds?	No
11	Does the plant use or store Cottonseed Products?	No
12	Does the plant use or store Legumes?	Yes (sealed)
13	Does the plant use or store Sulfites?	No
14	Does the plant use or store FD&C Yellow #5 or #6?	No
15	Does the plant use or store Monosodium Glutamate, Autholyzed yeast, Hydrolyzed protein?	No
16	Does the plant use or store Meat?	No
Audit Report Prepare by: Myrian Madero.		
Date: 04-06-2016.		

SCHOOL DISTRICT REFERENCES

List a minimum of five (5) school district references for contracts you have completed in the last three years that are of similar scope and complexity.

District Name: Santa Ana Unified School District
Address: 1601 East Chestnut Avenue, Santa Ana, CA 92701
Contact Name: Mark Chavez, Director of Child Nutrition
Telephone Number: 714-431-1900
Email Address: mark.chavez@sausd.us

District Name: Newport Mesa Unified School District
Address: 2985 Bear St. Costa Mesa, CA 92626
Contact Name: Dale Ellis, Director of Child Nutrition
Telephone Number: 714-424-5090
Email Address: dellis@nmusd.us

District Name: Garden Grove Unified School District
Address: 10331 Stanford Ave., Garden Grove, CA 92840
Contact Name: Agnes Lally, Director of Child Nutrition
Telephone Number: 714-663-6155
Email Address: alally@ggusd.us

District Name: Buena Park School District
Address: 6885 Orangethorpe Ave., Buena Park, CA 90620
Contact Name: Katrina Butler, Director of Child Nutrition
Telephone Number: 714-736-4270
Email Address: KButler@BPSD.K12.CA.US

District Name: Sweetwater Union High School District
Address: 1130 Fifth Ave., Chula Vista, CA 91911
Contact Name: Eric Span, Director of Child Nutrition
Telephone Number: 619-691-5510
Email Address: eric.span@sweetwaterschools.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2016

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 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 KGIB, INC. KNOX GENERAL INSURANCE BROKERS 226 SOUTH GLASSELL STREET ORANGE CA 92866		CONTACT NAME: Carol Knox, Debbie S. Taylor or Debbie Waller PHONE (A/C, No, Ext): (714) 744-3300 FAX (A/C, No): (714) 744-6537 E-MAIL ADDRESS: carol@kgibinc.com, debbie@kgibinc.com or dwaller@kgibinc.com																									
INSURED A&R WHOLESALE DISTRIBUTORS, INC. dba: A & R FOOD DISTRIBUTORS 1765 W. PENHALL WAY ANAHEIM CA 92801		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>WEST AMERICAN INSURANCE COMPANY</td><td>NAIC #</td><td>44393</td></tr><tr><td>INSURER B:</td><td>OHIO CASUALTY INSURANCE COMPANY</td><td></td><td>24074</td></tr><tr><td>INSURER C:</td><td>AMERICAN FIRE AND CASUALTY COMPANY</td><td></td><td>24066</td></tr><tr><td>INSURER D:</td><td>INSURANCE COMPANY OF THE WEST</td><td></td><td>27847</td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	WEST AMERICAN INSURANCE COMPANY	NAIC #	44393	INSURER B:	OHIO CASUALTY INSURANCE COMPANY		24074	INSURER C:	AMERICAN FIRE AND CASUALTY COMPANY		24066	INSURER D:	INSURANCE COMPANY OF THE WEST		27847	INSURER E:				INSURER F:			
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INSURER E:																											
INSURER F:																											

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKW56247251	12/01/2016	12/01/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 25,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMPROP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMPROP AGG	\$ 3,000,000		\$
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PRODUCTS - COMPROP AGG	\$ 3,000,000																			
	\$																			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAO56247251	12/01/2016	12/01/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
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	\$																			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USA56247251	12/01/2016	12/01/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																			
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	\$																			
D	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	WSD5031861-01	12/01/2016	12/01/2017	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			

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

RE: SOUTH BAY PURCHASING COOPERATIVE

CERTIFICATE HOLDER

CANCELLATION

GLENDALE UNIFIED SCHOOL DISTRICT
FOOD SERVICES/AGNES LALLY
223 N. JACKSON STREET
GLENDALE

CA 91206-4380

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2016

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PRODUCER KGIB, INC. KNOX GENERAL INSURANCE BROKERS 226 SOUTH GLASSELL STREET ORANGE CA 92866		CONTACT NAME: Carol Knox, Debbie S. Taylor or Debbie Waller PHONE (A/C, No, Ext): (714) 744-3300 FAX (A/C, No): (714) 744-6537 E-MAIL ADDRESS: carol@kgibinc.com, debbie@kgibinc.com or dwaller@kgibinc.com																									
INSURED A&R WHOLESALE DISTRIBUTORS, INC. dba: A & R FOOD DISTRIBUTORS 1765 W. PENHALL WAY ANAHEIM CA 92801		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>WEST AMERICAN INSURANCE COMPANY</td><td>NAIC #</td><td>44393</td></tr><tr><td>INSURER B:</td><td>OHIO CASUALTY INSURANCE COMPANY</td><td></td><td>24074</td></tr><tr><td>INSURER C:</td><td>AMERICAN FIRE AND CASUALTY COMPANY</td><td></td><td>24066</td></tr><tr><td>INSURER D:</td><td>INSURANCE COMPANY OF THE WEST</td><td></td><td>27847</td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	WEST AMERICAN INSURANCE COMPANY	NAIC #	44393	INSURER B:	OHIO CASUALTY INSURANCE COMPANY		24074	INSURER C:	AMERICAN FIRE AND CASUALTY COMPANY		24066	INSURER D:	INSURANCE COMPANY OF THE WEST		27847	INSURER E:				INSURER F:			
INSURER A:	WEST AMERICAN INSURANCE COMPANY	NAIC #	44393																								
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAO56247251	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERTORRANCE UNIFIED SCHOOL DISTRICT
ATTN: LYNETTE ROCK
2335 PLAZA DEL AMO
TORRANCE

CA 90509

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PRODUCER KGIB, INC. KNOX GENERAL INSURANCE BROKERS 226 SOUTH GLASSELL STREET ORANGE CA 92866	CONTACT NAME: Carol Knox, Debbie S. Taylor or Debbie Waller PHONE (A/C No. Ext): (714) 744-3300 FAX (A/C No.): (714) 744-6537 E-MAIL: carol@kgibinc.com, debbie@kgibinc.com or dwaller@kgibinc.com ADDRESS: carol@kgibinc.com, debbie@kgibinc.com or dwaller@kgibinc.com
INSURED A&R WHOLESALE DISTRIBUTORS, INC. dba: A & R FOOD DISTRIBUTORS 1765 W. PENHALL WAY ANAHEIM CA 92801	INSURER(S) AFFORDING COVERAGE INSURER A: WEST AMERICAN INSURANCE COMPANY NAIC # 44393 INSURER B: OHIO CASUALTY INSURANCE COMPANY 24074 INSURER C: AMERICAN FIRE AND CASUALTY COMPANY 24066 INSURER D: INSURANCE COMPANY OF THE WEST 27847 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAO58247251	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USA58247251	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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	WSD5031861-01	12/01/2016	12/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SANTA MONICA - MALIBU UNIFIED SCHOOL DISTRICT
ATTN: ORLANDO GRIEGO
1651 16TH STREET
SANTA MONICA CA 90404

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AUTHORIZED REPRESENTATIVE

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PRODUCER KGIB, INC. KNOX GENERAL INSURANCE BROKERS 226 SOUTH GLASSELL STREET ORANGE CA 92866	CONTACT NAME: Carol Knox, Debbie S. Taylor or Debbie Waller PHONE (A/C No. Ext.): (714) 744-3300 FAX (A/C No.): (714) 744-6537 E-MAIL ADDRESS: carol@kgibinc.com, debbie@kgibinc.com or dwaller@kgibinc.com
INSURED A&R WHOLESALE DISTRIBUTORS, INC. dba: A & R FOOD DISTRIBUTORS 1765 W. PENHALL WAY ANAHEIM CA 92801	INSURER(S) AFFORDING COVERAGE INSURER A: WEST AMERICAN INSURANCE COMPANY NAIC # 44393 INSURER B: OHIO CASUALTY INSURANCE COMPANY 24074 INSURER C: AMERICAN FIRE AND CASUALTY COMPANY 24066 INSURER D: INSURANCE COMPANY OF THE WEST 27847 INSURER E: INSURER F:

COVERAGES

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

CERTIFICATE HOLDER

CANCELLATION

PALOS VERDES PENINSULA UNIFIED SCHOOL
DISTRICT/ATTN: TERESA MEE
29323 PALOS VERDES DRIVE EAST
RANCHO PALO VERDES CA 90274

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

AUTHORIZED REPRESENTATIVE

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INSURED A&R WHOLESALE DISTRIBUTORS, INC. dba: A & R FOOD DISTRIBUTORS 1765 W. PENHALL WAY ANAHEIM CA 92801	INSURER(S) AFFORDING COVERAGE INSURER A: WEST AMERICAN INSURANCE COMPANY NAIC # 44393 INSURER B: OHIO CASUALTY INSURANCE COMPANY 24074 INSURER C: AMERICAN FIRE AND CASUALTY COMPANY 24066 INSURER D: INSURANCE COMPANY OF THE WEST 27847 INSURER E: INSURER F:

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

CERTIFICATE HOLDER

CANCELLATION

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
ATTN: KENA AGEE
325 S. PECK AVENUE
MANHATTAN BEACH CA 90266

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AUTHORIZED REPRESENTATIVE

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INSURED A&R WHOLESALE DISTRIBUTORS, INC. dba: A & R FOOD DISTRIBUTORS 1765 W. PENHALL WAY ANAHEIM CA 92801	INSURER(S) AFFORDING COVERAGE INSURER A: WEST AMERICAN INSURANCE COMPANY NAIC # 44393 INSURER B: OHIO CASUALTY INSURANCE COMPANY 24074 INSURER C: AMERICAN FIRE AND CASUALTY COMPANY 24066 INSURER D: INSURANCE COMPANY OF THE WEST 27847 INSURER E: INSURER F:

COVERAGES

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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAO56247251	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

LENNOX SCHOOL DISTRICT
ATTN: CARRIE BOGDANOVICH
10319 FIRMONA AVENUE
LENNOX CA 90304

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

AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YYYY)

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

CERTIFICATE HOLDER

CANCELLATION

LAWDALE SCHOOL DISTRICT ATTN: ARTURO NUNO 4161 W. 147TH STREET LAWDALE CA 90301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE HOLDERHUNTINGTON BEACH CITY SCHOOL DISTRICT
20451 CRAIMER LANE

HUNTINGTON BEACH

CA 92646

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE HOLDER

CANCELLATION

CULVER CITY UNIFIED SCHOOL DISTRICT ATTN: JULIE GARCIA 4401 ELENDA STREET CULVER CITY CA 90230	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the Bid Coordinator of
A&R Food Distributors, the party making
the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

04/18/17 [date],

at Anaheim [city],

California [state].

Signature: _____





**A&R Wholesale Distributors
Warehouse and Distribution Department**

**Food Safety and Sanitation
Standard Operating Procedures**



HACCP - STANDARD OPERATING PROCEDURE COOLER / FREEZER RECEIVING / SHIPPING

OBJECTIVE

To assure A&R's valued customers will receive their frozen and chilled product within established temperature ranges on a consistent basis. A&R employees will follow step by step process to insure the highest quality levels and working practices are meeting or exceeding all company standards and customer service commitments.

Storage and Distribution: (Maintenance Department)

- A. Loading and unloading areas should be configured, cleaned, disinfected (where appropriate) and properly maintained to prevent product contamination.
- B. The product storage areas should be adequately insulated, temperature controlled and monitored: with industry standards temperature requirements being strictly adhered to. They are as follows:
 - Frozen: -5°F and below
 - Chilled: 38°F
- C. Freezer & Cooler temperatures are to be monitored and logged in on log sheets by digital read-outs each work day at opening, noon, and closing (three times).

RECEIVING PRODUCT INTO FACILITY

1. All drivers delivering products into A&R Food Distributors Inc. facility will check in with the receiving office clerk sign in on log sheet and wait for dock door assignment. **Trucks WILL NOT be allowed to back into a dock without a door assignment.**
2. Driver will "complete" required check in paperwork for receiving. The information required on this paperwork is critical for food safety compliances and no driver will be assigned a door until all information is complete and accurate.
3. Once check in paperwork is complete the A&R receiving clerk will go out and validate the trailer seal and assign a dock door and attach all necessary paperwork to the receiving clip board and place on the outside receiving wall next to the man door of the cooler for the loader to take.
4. Receiving clerk will instruct driver to open trailer doors (break seal) back into dock door. **TURN OFF TRAILER REFER** and come back inside and stand by the door and wait for trailer inspection to commence.
5. **DRIVERS ARE NOT PERMITTED TO USE ANY DOCK EQUIPMENT, OPEN DOORS, OR LEAVE ASSIGNED SAFETY ZONES WHILE INSIDE THE FACILITY AT ANY TIME.**

6. Assigned receiver is now ready to receive, he/she will:
 - a. Roll door all the way up slowly,
 - b. Extend dock ramp safely ensuring adequate clearance.
7. Receiver will request the driver to remove all load locks or straps. A&R receivers are not responsible for taking off vehicle load restraints and doing so will violate company policy and safety practices.
8. Receiver is to complete a Vehicle Trailer Inspection Report.
 - a. List commodity carried prior to delivery.
 - b. Did Load Fumigate?
 - c. Air Quality of the trailer is good? (no toxic or wrought smell is present).
 - d. No liquids on the floor that could cause contamination.
 - e. No foreign objects / debris located in the vehicles cargo area that could be a potential hazard or contaminants containing toxins or nesting rodents/vermin or insects upon transport.
 - f. Insure that the integrity of the load is good and meets all shipping standards and requirements.
 - g. Does Vehicle contain functional refer unit?
 - h. Verify refer temperature in cargo area of trailer.
 - i. Check floor / wall and roof condition of trailer.
9. Once receiver has completed the inspection report and all arrival temperatures are reported, communicated and signed off, Receiver will be cleared to unload product and stage it in designated area for quality inspection and storage release.
 - a. Note: Any temperatures taken/reported from trailer cargo area not meeting required (High-Low) ranges by the shipper request or specifically documented paperwork **WILL NOT BE OFF LOADED**. Purchasing agent shipper and or Customer Service will be contacted. A&R receiving office will await instruction and document all findings.
10. All inbound arrivals will be staged in designated receiving lanes on chilled dock for load validation.
11. The receiver will then inspect the condition of the load and verify receivables while the driver is standing by his/her door. Below are specifics that need attention to detail and **MUST** be listed on BOL:
 - a. Verify PO# and Shipping Address.
 - b. Verify and document Commodity.
 - c. Verify and Document Varsity.
 - d. Verify and Document Label.
 - e. Verify and Document Size / Count (Specific).
 - f. Verify and Document Country of Origin (COO).
 - g. Confirm and List on BOL Case Count / Per Line Item.
 - h. Confirm and List on BOL Total Pallet Arrival.
 - i. Confirm and List BOL Pulp Temperatures of Arrival.

****Document all required information on in-take paperwork Bill of Lading****

12. All receiving information is complete and verified accurate. The receiver will sign and date and time stamp completion of arrival on the BOL paperwork and return all information to receiving office for process completion.

13. Driver will be instructed to put all load locks or equipment back into his/her Vehicle and visit Receiving window for completion of receiving process.
14. The receiver will complete the following steps to ensure all physical receiving process is completed and all dock equipment is released:
 - a. Extend Dock Ramp Safely in the closed position clearing the end of the vehicle.
 - b. Pull door all the way down slowly sealing it even with floor and locking it.
15. Receiving Clerk will retain original paperwork for files. Clerk will give 2 copies of all completed arrival paperwork to the driver and make 1 copy for QC reporting.
16. Driver will be instructed by receiving clerk to sign out documenting time on Log Sheet. Once driver has signed out receiving clerk will hand 2 copies of the completed BOL to the driver and he/she will be released.
17. Each pallet of product received will be Date Labeled and put into inventory to be pulled as a "First in – First out" basis.

Verification and Record Keeping:

Record the temperature and the corrective action on the Receiving Log. The foodservice manager will verify that foodservice employees are receiving products using the proper procedure by visually monitoring receiving practices during the shift and reviewing the Receiving Log at the close of each day. Receiving Logs are kept on file for a minimum of 1 year.

A&R HACCP-Based SOPs

Storing and Using Poisonous or Toxic Chemicals

PURPOSE: To prevent foodborne illness by chemical contamination.

SCOPE: This procedure applies to all employees who use chemicals in the warehouse.

KEY WORDS: Chemicals, Cross-Contamination, Contamination, Material Safety Data Sheet

INSTRUCTIONS:

1. Train all employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Designate a location for storing the Material Safety Data Sheets (MSDS).
4. Follow manufacturer's directions for specific mixing, storing, and first aid instructions on the chemical containers in the MSDS.
5. Label and date all poisonous or toxic chemicals with the common name of the substance.
6. Store all chemicals in a designated secured area away from food and food contact surfaces using spacing or partitioning.
7. Limit access to chemicals by use of locks, seals, or key cards.
8. Maintain an inventory of chemicals.
9. Store only chemicals that are necessary to the operation and maintenance of the kitchen.
10. Mix, test, and use sanitizing solutions as recommended by the manufacturer and the state or local health department.
11. Use the appropriate chemical test kit to measure the concentration of sanitizer each time a new batch of sanitizer is mixed.
12. Do not use chemical containers for storing food or water.
13. Use only hand sanitizers that comply with the *2009 FDA Food Code*. Confirm with the manufacturer that the hand sanitizers used meet the requirements of the *2009 FDA Food Code*.
14. Label and store first aid supplies in a container that is located away from food or food contact surfaces.
15. Label and store medicines for employee use in a designated area and away from food contact surfaces. Do not store medicines in food storage areas.
16. Store refrigerated medicines in a covered, leak proof container where they are not accessible to children and cannot contaminate food.

A&R HACCP-Based SOPs

Storing and Using Poisonous or Toxic Chemicals, continued

MONITORING:

All employees and facility manager will visually observe that chemicals are being stored, labeled, and used properly during all hours of operation.

CORRECTIVE ACTION:

1. Retrain any employee found not following the procedures in this SOP.
2. Discard any food contaminated by chemicals.
3. Label and properly store any unlabeled or misplaced chemicals.

VERIFICATION AND RECORD KEEPING:

The facility manager will complete the Food Safety Checklist frequently to indicate that monitoring is completed. Warehouse employees will record the name of the contaminated food, date, time, and the reason why the food was discarded on the Damaged and Discarded Product Log. The facility manager will verify that appropriate corrective actions are being taken by reviewing, initialing, and dating the Damaged and Discarded Product Log each day. The Food Safety Checklist and Damaged and Discarded Product Logs are kept on file for a minimum of 1 year.

A&R HACCP-Based SOPs

Receiving Deliveries

PURPOSE: To ensure that all deliveries are received safely when it enters the distribution warehouse and to transfer products to proper storage as quickly as possible.

SCOPE: This procedure applies to employees who handle, receiving and delivering food goods.

KEY WORDS: Cross-Contamination, Temperatures, Receiving, Holding, Frozen Goods, Delivery

INSTRUCTIONS:

1. Train employees on using the procedures in this SOP.
2. Follow State or local health department requirements.
3. Schedule deliveries to arrive at designated times during operational hours.
4. Post the delivery schedule, including the names of vendors, days and times of deliveries, and drivers' names.
5. Establish a rejection policy to ensure accurate, timely, consistent, and effective refusal and return of rejected goods.
6. Organize freezer and refrigeration space, loading docks, and store rooms before deliveries.
7. Gather product specification lists and purchase orders, temperature logs, calibrated thermometers, pens, flashlights, and clean loading carts before deliveries. Refer to the Using and Calibrating Thermometers SOP.
8. Keep receiving area clean and well lighted.
9. Do not touch ready-to-eat foods with bare hands.
10. Determine whether foods will be marked with the date arrival or the "use by" date and mark accordingly upon receipt.
11. Compare delivery invoice against products ordered and products delivered.
12. Transfer products to their appropriate locations as quickly as possible.

A&R HACCP-Based SOPs

Receiving Deliveries, continued

MONITORING:

1. Inspect the delivery truck when it arrives to ensure that it is clean, free of putrid odors, and organized to prevent cross-contamination. Be sure refrigerated foods are delivered on a refrigerated truck.
2. Check the interior temperature of refrigerated trucks.
3. Confirm vendor name, day and time of delivery, as well as driver's identification before accepting delivery. If driver's name is different from what is indicated on the delivery schedule, contact the vendor immediately.
4. Check frozen foods to ensure that they are all frozen solid and show no signs of thawing and refreezing, such as the presence of large ice crystals or liquids on the bottom of cartons.
5. Check the temperature of refrigerated foods.
 - a. For fresh meat, fish, and poultry products, insert a clean and sanitized thermometer into the center of the product to ensure a temperature of 41 °F or below. The temperature of milk should be 45 °F or below.
 - b. For packaged products, insert a food thermometer between two packages being careful not to puncture the wrapper. If the temperature exceeds 41 °F, it may be necessary to take the internal temperature before accepting the product.
 - c. For eggs, the interior temperature of the truck should be 45 °F or below.
6. Check dates of milk, eggs, and other perishable goods to ensure safety and quality.
7. Check the integrity of food packaging.
8. Check the cleanliness of crates, pallets and other shipping containers before accepting products. Reject foods that are shipped in dirty shipping containers.

CORRECTIVE ACTION:

1. Retrain any foodservice employee found not following the procedures in this SOP.
2. Reject the following:
 - Frozen foods with signs of previous thawing
 - Cans that have signs of deterioration, such as swollen sides or ends, flawed seals or seams, dents, or rust
 - Punctured packages
 - Foods with out-dated expiration dates
 - Foods that are out of safe temperature zone or deemed unacceptable by the established rejection policy


A&R HACCP-Based SOPs

Receiving Deliveries, continued

VERIFICATION AND RECORD KEEPING:

Record the temperature and the corrective action on the delivery invoice or on the Receiving Log. The foodservice manager will verify that foodservice employees are receiving products using the proper procedure by visually monitoring receiving practices during the shift and reviewing the Receiving Log at the close of each day. Receiving Logs are kept on file for a minimum of 1 year.

By signing here, I acknowledge that this establishment has measures in place in accordance with this document.

Print Name: Juan Quintana Title: Operation Manager
Signature:  Date: 8/18/16



Dear Value Customers,

In the event of a catastrophe or disaster, to the extent available we will supply all of our customers based on their previous purchases from us; persons who are not customers would then be served on a priority basis. This is our Company's standard, ongoing policy.

This guarantee, of course, would be based on the assumption that our own facility is not severely affected by the catastrophe or disaster.

Sincerely,

A&R Food Distributors

A&R Food Distributors

BASIC DISASTER RECOVERY & CONTINGENCY PLAN

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INTRODUCTION AND PURPOSE

All organizations are susceptible to disasters of all types, which can interrupt their business, or in the worst cases, shut them down permanently. These disasters may be grouped into three categories:

1. Natural Disasters - Hurricanes, Tornadoes, Winter Storms, etc.
2. Man-made Disasters- Fires, Bomb, Biological or Chemical, Accidents
3. Threats, Terrorist Attacks, Angry I Dangerous Clients or Employees
4. Political Disasters, Strikes, Riots, Civil Disturbances, etc.

Contingency planning is the identification, prior to a disaster, of all critical procedures and resources necessary for the organizations survival. The purpose of such a program is to anticipate, and plan for these emergency situations before they arise, thus lessening their effects. A properly organized plan will ultimately take into consideration the safety of clients, students and employees first, and will also minimize the business interruption, which usually succeeds a disaster.

Here are some useful web sites to gain additional, specific information:

American Red Cross	www.redcross.org
Centers for Disease Control and Prevention	www.cdc.gov
Federal Bureau of Investigation	www.fbi.gov
Federal Emergency Management Agency	www.fema.gov
Occupational Safety and Health Administration	www.osha.gov
US Environmental Protection Agency	www.epa.gov

THE NEED FOR A CONTINGENCY PLAN

In today's increasingly data processing driven, and computer assisted business world, there is an important reality that is often overlooked:

DISASTERS DO HAPPEN AND CONTRARY TO POPULAR BELIEF, THEY DO NOT ALWAYS HAPPEN TO OTHERS!

With this in mind, there is a dire need for most (if not all) organizations to have a disaster recovery and contingency plan.

A few reasons for the necessity of implementing such a plan include:

- Maintenance of a cash flow
- Protection of vital records
- Protection of employees
- Legal requirements by authorities
- Maintenance of healthy relations with all concerned

To help illustrate the need for a contingency plan, please consider the following statistics:

- Every five minutes, a business catches fire in the United States; of these, 90% suffer catastrophic losses
- 75% of all businesses (with, or without, a contingency plan) in the United States, store both their original, and backup copies of vital records, and critical data on-site. This means that in the event of a disaster ALL DATA CRITICAL TO BUSINESS RESTORATION AND CONTINUATION WILL BE LOST
- Natural disasters are not the only risk to be considered. Human error and computer crime are silent, hidden factors that can cripple or corrupt a business.

All organizations face potential disruptions and also liability lawsuits if they do not have a plan in place. In the near future all insurance carriers will require such a plan if it is not already required in your state - also if you live near a nuclear power station or other sensitive area.

EMERGENCY RESPONSE TEAMS (ERT)

In the event of a disaster, or eminent emergency situation, several emergency response teams (formed soon after the contingency plan is initially implemented) will be responsible for properly activating, and administering the disaster plan in conjunction with the ERT Coordinator (person chosen at the time the contingency plan is adopted). Some teams, and their responsibilities, deserving due consideration, but not necessarily contained in every plan include:

- A. Security Teams
 - 1. Alerting and warning
 - 2. Incident recording and reporting
 - 3. Law enforcement
 - 4. Movement/evacuation supervision
- B. Fire Control Teams
 - 1. Small fire fighting
 - 2. Hazardous materials management
- C. First Aid Teams
 - 1. CPR Skills
 - 2. Basic first aid skills / some advanced first aid skills
- D. Damage Assessment and Recovery Teams
 - 1. Securing shelter for temporary operations
 - 2. Building inspection
 - 3. Construction recovery
 - 4. Engineering recovery
- E. Service Teams
 - 1. Public notification systems
 - 2. Transportation services
 - 3. Equipment services
 - 4. Emergency shelter designation
 - 5. Edp/vital records management
- F. Supplies Teams
 - 1. Medical supplies
 - 2. Food, water, candles, tape, blankets
 - 3. New equipment supplies
 - 4. Sanitation supplies

*In smaller organizations, these teams may perform several, overlapping functions

EVACUATION ROUTINE

The goal of this function is to evacuate people, and move resources out of the threatened area. Depending on the emergency circumstances, evacuation of the building, site or area may require provisions for completing a number of sequential actions. All interactions among these responses must be identified, and thought out in a systematic fashion so that a proper sequence can be established to insure that operations flow smoothly, and that no unnecessary risks occur. This section of the plan should have provisions for:

- Describing conditions under which an evacuation should be ordered
- Developing evacuation procedures for the appropriate options for various hazards
- Identifying people responsible for ordering an evacuation
- Providing maps indicating evacuation routes from buildings within the facility
- Determine areas where different departments and personnel should report after exiting the building
- Provide for organized head count, and develop system for identifying missing persons
- Establish system that insures that vital records are evacuated
- Periodic evacuation drills to ensure that the procedure is working smoothly

In today's business world, there is an increasing emphasis being placed on the use of computers and electrical equipment. As industries continue to push toward overhauling and updating their data systems, there is a greater risk for electrical fire. In addition many companies maintain a vast amount of combustible and flammable materials in the work place. With this in mind, everyone must be aware of what to do in the event that fire is ignited. There are two specific cases that need to be addressed:

DURING WORKING HOURS

Upon discovery of a fire, the following procedures should be followed:

- A. Immediately dial 911 and report the fire to the local fire department.
- B. Report the fire to the nearest ERT Chairman or Department Manager.
- C. The fire should be investigated by either A or B, and a decision should be made as to whether or not the building should be evacuated.
- D. If the fire cannot be extinguished locally, the ERT Coordinator, or one of the Chairmen will be responsible for evacuating the premises.
- E. The manual alarms should be activated at this time. (The employees should be aware of the location of these alarms - they are generally found near all stairway exits).
- F. All employees should vacate the building by way of the nearest stairwell, and report to their designated areas immediately.

FIRE PREPAREDNESS

In today's business world, there is an increasing emphasis being placed on the use of computers and electrical equipment. As industries continue to push toward overhauling and updating their data systems, there is a greater risk for electrical fire. In addition many companies maintain a vast amount of combustible and flammable materials in the work place. With this in mind, everyone must be aware of what to do in the event that fire is ignited. There are two specific cases that need to be addressed:

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- E. The manual alarms should be activated at this time. (The employees should be aware of the location of these alarms - they are generally found near all stairway exits).
- F. All employees should vacate the building by way of the nearest stairwell, and report to their designated areas immediately.

DO NOT USE THE ELEVATORS!!!

FIRE PREPAREDNESS (cont.)

DURING NON-WORKING HOURS

Upon discovery of a fire, the following procedures should be followed:

- A. Immediately dial 911 and report the fire to the local fire department.
- B. If the fire is small in size, an attempt should be made to extinguish it with the use of portable extinguisher.

**NOTE: HOWEVER, THAT IF THE FIRE IS LARGE,
AND RAPIDLY SPREADING, DOES NOT TRY TO
EXTINGUISH IT- LEAVE THE BUILDING!!!**

- C. Notify anyone in the office or building of the fire, and instruct them to exit the building immediately.
- D. The manual alarms should be activated at this time. The employees should be aware of the location of these alarms.
- E. If the fire cannot be extinguished locally, exit the building by way of the nearest stairwell.

DO NOT USE THE ELEVATORS!!!

In the event that the smoke detectors or manual alarms are activated, everyone should proceed with the evacuation procedure. It is highly beneficial to everyone to test these procedures occasionally, and determine the efficiency of this routine. It is also suggested that everyone in the building be aware of the nearest alarms, extinguishers and exits. One more recommended course of action that would help minimize losses in a fire is to have the sprinkler, or extinguishing system, as well as the detection systems, periodically tested to confirm that they are operating properly. Following these procedures will help facilitate the manner in which a small fire is extinguished, as well as help expedite a calm and speedy evacuation of the premises in the event of a larger fire.

BOMB THREATS /TERRORIST ATTACK / BIOLOGICAL OR CHEMICAL ATTACK

In the event of a bomb, biological or chemical threat, there are a few procedures that, if adhered to properly, will help alleviate some of the panic and confusion normally associated with such an evacuation procedure. There are two different situations to plan for:

DURING WORKING HOURS

Upon notification of a bomb threat, adhere to the following:

- A. Immediately dial 911 and notify local authorities
- B. Report the bomb threat to the nearest ERT Team Chairman or Department Manager, who can inform other chairmen and managers to begin the evacuation of the building
- C. Notify building management so they can, in turn, notify other possible tenants who may be in danger
- D. All employees and students or clients should calmly vacate the building via the nearest stairwell, and report to their respective superiors

DURING NON-WORKING HOURS

Upon notification of a bomb threat, adhere to the following:

- A. Immediately dial 911 and notify local authorities.
- B. Determine if there are any other employees or students in the office and vacate the building immediately.
- C. Notify building management so they can, in turn, notify other possible tenants who may be in danger.

ELECTRONIC DATA PROCESSING AND VITAL RECORDS PRESERVATION PLAN

This section of the Contingency Plan is designed for the protection and preservation of all vital information and critical data, both in electronic and hard copy forms. This would include any important papers and / or files, as well as any vital information that is saved on diskette. These operations should be coordinated by the ERT Service Team. Once a disaster is eminent and the Contingency Plan has been activated, many of the following procedures should be initiated and completed:

ELECTRONIC DATA PROCESSING

Everyone should be notified that all data stored on personal computers should be backed-up

The ERT Service Team should be informed of the existing situation and immediately begin the gathering and transferring process (to either an off-site storage area, or the emergency operations center)

All hard discs should be secured and prepared (by the qualified people) for movement to the new location

VITAL PAPER FILES

This would include all important files that are an important link with both customers and suppliers. This would include all student files and personal files

Determination of documents is vital and/or irreplaceable to the business. Extra care should be taken in the storage of these file

A 1-4 hour time frame should be allotted for the completion of these tasks

OTHER ACTIONS:

All windows should be taped and blinds down, (unless otherwise instructed by building management) to help minimize glass shattering and blowing water or debris

All doors should be closed, but not locked

POLITICAL DISASTERS

This part of the contingency plan will take into consideration such events as strikes, riots, civil disturbances and other similar circumstances. In the event that one of the aforementioned situations is encountered the following procedures should be followed:

DURING WORKING HOURS

- Dial 911 immediately and notify local authorities of the problem.
- Notify the nearest ERT Chairman or Department Manager of the situation.
- Alert building management of the problem so that other potentially threatened tenants may take the necessary precautions.
- All employees, as well as the public notification systems, should be notified of such a closing or evacuation.

DURING NON-WORKING HOURS

- Dial 911 immediately and notify local authorities of the problem.
- Notify the ERT Coordinator, or one of the ERT Chairmen, of the situation so the necessary actions can be planned for the following day

Food Defense Plan

Security Measures for Food Defense

Establishment Name: A&R Food Distributors

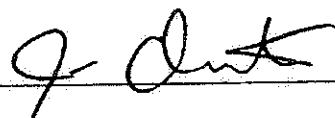
Establishment Location (city,state): Anaheim, California

FSIS Establishment Number: 17564754694

By signing here, I acknowledge that this establishment has measures in place in accordance with this document.

Print Name: Juan Quintero

Title: Operation Manager

Signature: 

Date: 1/14/17

Food Defense Plan

Security Measures for Food Defense

Food Defense is having measures in place to reduce the chances of someone intentionally contaminating the food supply in order to kill or hurt people, disrupt our economy, or ruin your business.

PURPOSE:

This voluntary plan documents your measures to protect food and food production processes from intentional harm. *Review of this plan and signing the cover sheet will result in a Food Defense Plan for your FSIS-regulated establishment.*

BENEFITS: By having a Food Defense Plan, you will contribute to a safer and more secure food supply. You will also protect public health, your employees, and your livelihood. A functional* food defense plan may also:

- reduce the risk of unsafe product and economic loss
- reduce theft
- reduce the need for additional regulation on food defense
- reduce company liability

INSTRUCTIONS:

1. Review the attached plan.
2. Sign the cover page.
3. On an annual basis, review this plan and document that you did so on the form in Attachment B.

This food defense plan is organized in four sections: (1) Outside Security Measures, (2) Inside Security Measures, (3) Personnel Security Measures, and (4) Incident Response Security Measures. Attachment A provides a list of tools or additional security measures that an establishment may consider or may already have in place. You may also have other plans that contribute to a food defense plan such as an emergency plan, a recall plan, a security plan, etc. Attachment B is a form that can be used to document your annual review of your food defense plan.

*The four elements that make up a functional food defense plan:

1. **Develop:** Reviewing and signing this document fulfills this element.
2. **Implement:** Having measures described in this document fulfills this element.
3. **Test:** Periodic monitoring fulfills this element. This can be done using simple measures, such as checking locked doors or making unannounced perimeter checks. Monitoring can be documented using a form, such as **Attachment B**. Not all security measures need to be tested at the same frequency.
4. **Review and Maintain:** Reviewing the plan at least annually, revising the plan as needed, and taking appropriate actions fulfills this element.

Outside Security Measures

(Examples: door locks, lighting, monitoring loading/unloading)

GOAL: To prevent unauthorized access by people, or entry of unapproved materials to the facility.

This establishment has in placed at least one of the following measures for outside security.

1.1 Physical Security

- a. Plant boundaries are clear and secured to prevent unauthorized entry (for example, fences installed, no trespassing signs posted)
- b. Entrances are secured (for example, locks and/or alarms installed and operating)
- c. Plant perimeter is periodically monitored for suspicious activity
- d. Outside lighting is present to deter unauthorized activities
- e. Other access points such as windows and vents are secured
- f. Outside storage on the premises is protected from unauthorized access
- g. Other

1.2 Shipping/Receiving Security

- a. Incoming shipments are examined for potential tampering
- b. Incoming and outgoing vehicles are examined for suspicious activity
- c. Loading and unloading activities are scheduled and/or monitored
- d. Loading dock access is controlled (for example, monitored or locked)
- e. Incoming shipments are secured with locks or seals
- f. Outgoing shipments are locked or sealed
- g. Other

1.3 Mail Handling Security

- a. Mail is handled away from food including ingredients and packaged food product
- b. Employees who handle mail are aware of proper handling of suspicious mail and U.S. Postal Service guidelines
- c. Other

Inside Security Measures

(Examples: signs, observations, restricted access)

GOAL: To protect product from intentional contamination throughout the production process.

This establishment has in placed at least one of the following measures for inside security.

2.1 General Inside Security

- a. Suspicious packages are reported to appropriate personnel
- b. Restricted areas of the establishment are clearly identified
- c. Previously unattended materials are checked before use
- d. Unexpected changes in inventory (product or equipment) are reported to appropriate personnel
- e. Emergency lighting is in place
- f. An emergency alert system is identifiable, tested, and reviewed with emergency contacts (for example, police or fire personnel)
- g. Other

2.2 Storage Security

- a. Access to storage areas is restricted
- b. Stock rotation (first in, first out) is practiced
- c. Labels and packaging materials are controlled to prevent theft and misuse
- d. Periodic examinations for tampering of materials in storage are performed
- e. Other

2.3 Chemical/Hazardous Material Control Security

- a. Chemicals/hazardous materials, including pesticides, cleaning or laboratory materials, and sanitizers, are in a restricted area or secured by a lock
- b. Maintain an up-to-date inventory of hazardous materials and chemicals, and investigate discrepancies.
- c. Potentially hazardous waste (biological or chemical) is controlled and disposed of properly
- d. Other

2.4 Information Security

- a. Access to sensitive information such as site plans and processing details is controlled
- b. Access to computer systems is protected through firewalls and/or passwords
- c. Other

Personnel Security Measures

(Examples: check references, use visitor log or sign-in, or check IDs)

GOAL: To ensure that only authorized personnel are in the facility at any time

This establishment has in placed at least one of the following measures for personnel security.

3.1 Employee Security

- a. A method to recognize or identify employees in the facility is in place
- b. Background or reference checks are conducted for new hires¹
- c. Employees have restrictions on what they can bring in or take from the facility (for example, cameras)
- d. Other

3.2 Non-employee Security (Example: visitors, contractors, guests, customers, truck drivers)

- a. A log of non-employees entering the establishment is maintained
- b. A method to recognize or identify non-employees in the establishment is in place
- c. Non-employees are chaperoned on-site
- d. Non-employees are restricted to appropriate areas
- e. Non-employees have restrictions on what they can bring in or take from the facility
- f. Other

3.3 Security Training

- a. Awareness training on security measures is provided to new employees²
- b. Refresher awareness training on security measures is offered to employees on a periodic basis
- c. Employees are trained to report suspicious activities or unusual observations
- d. Other

Incident Response Security Measures

(Examples: reference your emergency plan, security plan or other)

GOAL: To respond quickly to a product contamination threat or event using planned measures

This establishment has in place at least one of the following measures for incident response security.

4.1 Investigating Security Concerns

- a. Have procedures to ensure that adulterated or potentially harmful products are held.
- b. Customer comments are investigated
- c. Reporting unusual activities is encouraged
- d. Information is available to employees on how to respond to phone or other threats
- e. Employees have the ability to stop activities to minimize a potential food defense incident
- f. Reported security breaches (for example, alarms, suspicion of tampering) are investigated
- g. Other

4.2 Emergency Contact Security

- a. Plant personnel contact information is kept up to date
- b. Emergency contact lists are kept up to date
- c. Other

4.3 Other Plan Security

- a. A product recall plan is maintained and periodically reviewed
- b. Key personnel are trained in product recall/withdraw procedures
- c. Other

ATTACHMENT A

List of Tools or Possible Security Measures for Food Defense

This attachment provides a list of tools or additional security measures that an establishment may consider or may already have in place. These are provided to assist establishments in tailoring the plan to meet their specific needs.

1. Outside Security Tools

Physical Security

- Ensure proper lighting to monitor the establishment outdoors at night and early morning.
- Install self-locking doors and/or alarms on emergency exits.
- Ensure the following are secured with locks, seals, or sensors when unattended (after hours/weekends) to prevent unauthorized entry:
 - Outside doors and gates
 - Windows
 - Roof openings
 - Vent openings
 - Trailer (truck) bodies
 - Loading docks
 - Hose /Pump stations
- Regularly conduct and document security inspections of storage facilities, including temporary storage vehicles.

Shipping / Receiving Security

- Closely monitor loading and unloading of vehicles transporting materials, finished products, or other materials used in food processing.
- Control access to loading docks to avoid unverified or unauthorized deliveries.
- Require advance notification from suppliers for all deliveries.
- Immediately investigate suspicious changes in shipping documents.
- Check all deliveries against a roster of scheduled deliveries.
- Hold unscheduled deliveries outside establishment premises pending verification.
- If off-hour delivery is accepted, require prior notice of the delivery and an authorized person to be present to verify and receive the delivery.

- Check less-than-truckload (LTL) or partial load shipments for content and condition.
- Require incoming shipments of product, ingredients, and finished products to be sealed with tamper-evident or numbered, documented seals and verify the seals prior to entry. Reject if seals are broken or missing.
- Select transportation companies and suppliers with consideration of security measures that they use.
- Examine returned goods at a separate location for evidence of tampering before salvage or use in rework.
- Maintain records of disposition of returned goods.
- Require drivers or delivery personnel to provide identification, preferably with a photo ID. Record names.
- Minimize the time a truck is unlocked during loading or delivery.

2. Inside Security Tools

General Inside Security

- Install and monitor security cameras.
- Increase visibilities within the establishment (for example, improve lighting, openness, increase supervision, and add cameras).
- Regularly take inventory of keys to secured/sensitive areas of the establishment.
- Restrict access to controls (by locked door/gate or limiting access to designated employees) for the following systems:
 - Heating, ventilation, and air conditioning (HVAC)
 - Propane, natural gas, water, electricity
 - Disinfection systems
 - Clean-in place (CIP) systems or other centralized chemical systems

Slaughter / Processing Area Security

- Maintain records to allow efficient trace backward or forward of materials and finished product.
- Reduce the time an area is left unmonitored.
- Reduce access to product containers or processing equipment.
- Do not allow unnecessary personal items within the production area.

Storage Security

- Maintain an access log for product and ingredient storage areas.
- Regularly check the inventory of finished products for unexplained additions and withdrawals from existing stock.
- Restrict access to external storage facilities to designated employees only.

Ingredients / Water / Ice Security

- Examine packages of ingredients before use for evidence of tampering.

Food Defense Plan

List of Tools or Possible Security Measures for Food Defense

- Restrict access to product, ingredient, and packaging storage areas to designated employees only (for example, by locked door/gate).
- Water is from a municipally controlled source
- Inspect water lines for possible tampering (perform visual inspection for integrity of infrastructure, proper connections)
- Make arrangements with local health officials to ensure immediate notification to the establishment if the portability of the public water supply is compromised.

Chemical/ Hazardous Material Control Security

- Restrict access to the in-plant laboratory.
- Have procedures in place to control receipt of samples.
- Have a procedure in place to receive, securely store, and dispose of reagents.

Information Security

- Track customer complaints/comments for trends.
- Keep details of food defense procedures confidential as necessary.
- Have up-to-date establishment layout/blueprints for local law enforcement, including the fire department if needed.

3. Personnel Security Tools

- Authorize appropriate employees to stop a process for significant concerns.
- Control access by employees and non-employees entering the establishment during working and non-working hours (use coded doors, receptionist on duty, swipe cards).
- Restrict temporary employees and non-employees to areas relevant to their work.
- Implement system to identify personnel with their specific functions, assignments or departments (for example, corresponding colored uniforms or hair covers).
- Prohibit employees from removing company-provided uniforms or protective gear from the premises.
- Maintain an updated shift roster for each shift.

4. Incident Response Tools

- Establish evacuation procedures and include in food defense plan.
- Establish procedures for responding to threats as well as actual product contamination events.
- Pre-establish communication with local, state, and federal incident response personnel for a more efficient response.

***AR* A&R FOOD DISTRIBUTORS**

RECALL MANUAL

Recall Program and Procedures

This Recall Manual outlines the requirements and steps to be taken in the event of a product recall and/or withdrawal.

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Introduction

A&R Food Distributors is dedicated to distribute the highest quality products possible. We take care to insure that only our best leaves the premises. In the event that a product does get shipped out which is of questionable quality, the recall program, as outlined in this manual, will be put into action.

Product recall is indicated when a product we distribute could represent a hazard to the consumer. Our recall program will effectively remove that product from circulation.

All products distributed at A&R Food Distributors have either production dates, best before dates, and/or lot codes attached to them. All products that are shipped out have the product codes noted on the invoice. In the event of a problem with any product, we will contact all our customers who received the product and have the product returned.

We will insure that 99 - 100% of the product in question is returned or accounted for, either at the distributor level or at the end user level.

Aim

The main objectives of this recall plan are:

1. Stop the distribution and sale of the affected product.
2. Effectively notify Management, customers and regulatory authority of the recall.
3. Efficiently remove the affected product from the marketplace.
4. Remove the affected product from the warehouse and/or distribution areas.
5. Dispose of the affected product.
6. Conduct a root cause analysis and report the effectiveness and outcome of the recall.
7. Implement a corrective action plan to prevent another recall.
8. Upon completion of the recall, management will conduct a post recall meeting to evaluate the recall.

Scope

A food recall is conducted to protect public health and safety. A food withdrawal is generally undertaken for quality purposes or as a precautionary measure before an official recall. This Manual outlines the process for both a recall and a withdrawal.

Recall Terms and Definition

Product recall is initiated when the food product may represent a health hazard to the consumer. The procedures implemented should effectively remove the product from circulation to prevent its consumption.

In some instances, you may be uncertain as to whether a recall is needed or not. In such a case, you should follow the notification procedure and request advice in dealing with the problem (see Product Recall Process). It must be stressed that if a firm is uncertain as to what to do it should seek expert advice rather than take no action.

Recall Classification

When a product needs to be removed from the market it must be determined what classification it must receive. Recall classifications usually involve the presence of bacteria and/or a substance which may cause a potential allergic reaction. It is important to remember that the word "Recall" has special legal significance, insurance and liability matters. It should be carefully used and only in situations where there has been possible violation of a Federal Statute or Regulation. Any conclusion must be supported as completely as possible by scientific documentation and/or statements that the conclusion is the opinion of the individual(s) making the health hazard determination.

A Health Hazard Evaluation and Recall Classification should be done to determine the procedures to take. The following points must be considered:

- Whether or not any disease or injuries have already occurred from the use of the product.

- Assessment of hazard to various segments of the population, e.g., children, surgical patients etc., who are expected to be exposed to the product being considered, with particular attention paid to the hazard to those individuals who may be at greatest risk.

- Assessment of the degree of seriousness of the health hazard to which the population at risk would be exposed.

- Assessment of the likelihood of occurrence of hazard.

Where the problem is of a health and safety concern, you must consult with the Local Food Inspection Agency to ensure that your action/decision is correct.

The CDFA determines the percentage of any undeclared allergen in a particular food product before determining the class of the recall. The degree of decomposition and mold-contamination affecting a food product may affect the recall classification as well.

Types of Classifications

Class 1: When there is an emergency situation involving removal from the market of products in which the consequences of use or exposure to the product are life threatening or involve a serious adverse health consequence. The recall procedure will be handled within 12 hours.

Class 2: When there is a situation in which the use of, or exposure to, a violated product may cause temporary adverse health consequences or where the probability of serious adverse health consequence is remote. E.g., Pathogenic bacterial population, exclusive of *C. botulinum*, adequate to cause food poisoning. The recall procedure will be handled within 24 hours.

Class 3: When there is a situation in which the use of, or exposure to, the product is not likely to cause adverse health consequences. Example: labelling violations. The recall procedure will be handled within 48 hours

Product Withdrawal

A Product Withdrawal occurs when the company removes product from the market place and does not violate regulatory standards administered by the CDFA.

Recall Team

It is important to have a team responsible for traceability (See Appendix A - Recall Management Team). The Team is responsible for coordinating all aspects of the product recall. A recall coordinator is to be appointed and members of a recall team identified from the various functional areas. Together the team will assist the Recall Coordinator in the event of the recall (See Appendix 8 - Crisis Management Recall Flow Diagram). All members must ensure that all procedures are carried out effectively and efficiently. The team is to receive appropriate training so that they understand their responsibilities. The Recall Management Team list shall be updated at least four times a year to ensure all names, contact phone numbers and responsibilities of team members and alternates are updated.

The Recall Process

1st Stage- Investigation of Complaint

Once we have been notified of the recall or customer complaint, it is necessary to start documentation and detailed product tracking. The record keeping of the incidents will keep things organized and demonstrate due diligence. This will result in a simpler and quicker recall or tracking procedure. It also reduces the short term and long term costs of the recall or complaint.

The investigation of the customer complaint is the first step of the recall procedure.

1. Gather information from the customer about the nature of the product complaint.
2. Assemble the personnel needed to conduct a product complaint investigation.
3. Conduct a thorough investigation into the problem with the affected product.
4. Determine the nature and potential causes of the problem.
5. Determine any other product(s) that may potentially be affected.
6. Complete the ***Problem Report*** with all information.
7. Determine, from the criteria below, whether:
 - a. Product Recall: Food Safety or Health Risk due to physical, chemical, biological or immunological.
 - b. No Corrective Actions: an isolated incident with the affected product(s).
8. Based on the above results, proceed to 2nd stage for the tracking of

Finished Product, Work-In-Progress.

2nd Stage - Tracking of Product

There are 2 types of tracking

1. Delivered Product
2. Work In Process Product

All Delivery Product shipped can be tracked using the **Shipping Log** and/or computer database.

All Work-In-Progress products can be tracked using Order Number or PO Number & computer database.

Tracking Procedures

(A) Delivered Products (products which HAVE been completely distributed):

1. Assemble the personnel needed to conduct tracking of a distributed product.
2. Identify the affected and any other potentially affected product(s), product code(s) and date(s).
3. Determine, from the *Recipe* the quantity of affected product(s) delivered.
4. Determine, from the **Shipping & Receiving Log** in the warehouse/shipping area, the last day of shipment (and the customer) for the affected product(s).
5. Determine from **Shipping Log**, all the customers who purchased the affected product(s) during this period (i.e. period = first day of the recalled to last day of shipment)
6. Determine, from the **Inventory Records**, the remaining quantity of the affected product(s) in our inventory.

(B) Work-In-Progress (products which HAVE NOT been distributed):

1. Assemble the personnel needed to conduct tracking of a work-in-progress product
2. Identify the affected and any other potentially affected product(s), product code(s) and production date(s) from the production records.
3. Determine, from the *Order Records*, the quantity of the affected product(s)
Locate the affected product(s) from the cooler(s) or the freezer.

3rd Stage A -Product Recall

Assemble the Recall Team.

1. Gather all information collected in the tracking process.
2. Detain and segregate all products to be recalled which are in our control.
3. Adhere a HOLD sign and complete the QA Incident Hold Form.
4. Inform the Notification of Recall to the affected customers.

5. Ensure the following information:
 - a. Name and Product Code of the withdraw/recalled product(s).
 - b. Production date(s) of the withdraw/recalled product(s).
 - c. Reason for the withdraw/recall.
 - d. Quantity of withdraw/recalled product(s) distributed.
6. Coordinate and monitor the recovery of all affected product(s).
7. Conduct reconciliation on the total quantity of recalled product and affected product in inventory against the total quantity delivered product.

3rd Stage B- Product Withdrawal

When it is determined to be a product withdrawal follow the following steps;

1. Assemble the Recall Team.
2. Gather all information collected in the tracking process.
3. Detain and segregate all products being recalled which are in our control. Adhere an **ON HOLD** label and complete the **QA Incident Hold Form**.
4. Fax the *Notification of Withdrawal* to the affected customers. Request that all product recovered be pickup.
5. Coordinate and monitor the recovery of all affected product(s).
6. Conduct reconciliation on the total quantity of withdrawn product in inventory against the total quantity delivered.

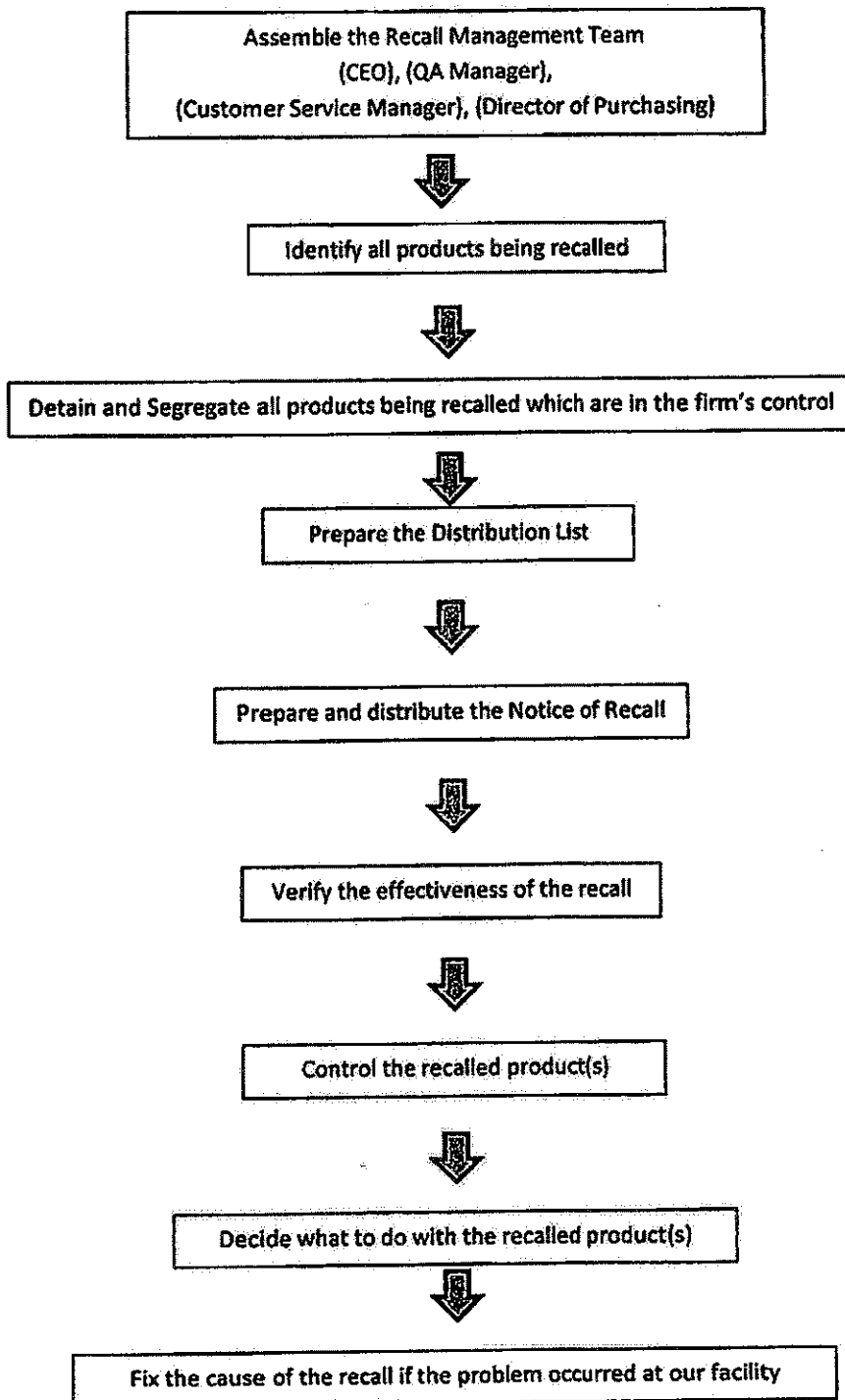
List of Forms Required for Recall

1. Notification of Withdrawal
2. Notification of Recall
3. Recall Log
4. Problem Report
5. QA Incident Hold Form
6. Receiving Log
7. Shipping Log
8. Recipe(s)

Appendix A Recall Management Team

NAME	ALTERNATE PERSON	BUSINESS PHONE	AFTER HOURS PHONE	RESPONSIBILITIES DURING RECALL
Chief Executive Officer	Customer Service Manager	714-777-7742 ext 114		<ul style="list-style-type: none"> • Decision Making • Contacting Accounts
	Operation Manager Facility Manager	714-777-7742 ext 103 714-777-7742 ext 125		<ul style="list-style-type: none"> • Quality Assurance / Technical Advisory • Complaint Investigation

Appendix B Product Recall Chart



SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON next page)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant): **A&R FOOD DISTRIBUTORS**

Sang Kim
Printed Name

Bid Coordinator
Title


Signature

04/18/17
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

IRAN CONTRACTING ACT of 2010 COMPLIANCE AFFIDAVIT
CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

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

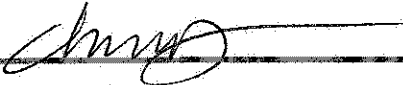
1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector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

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

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

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (Printed)	A&R Food Distributors	Federal ID Number (or n/a)	33-0190272
By (Authorized Signature)			
Printed Name and Title of Person Signing	Sang Kim, Bid Coordinator	Date Executed	04/18/17

OPTION #2: EXEMPTION Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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

CERTIFICATION REGARDING LOBBYING

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

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


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

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

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

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

(4) OR

Name of Food Service Management or Food Service Consulting Company:		
A&R Food Distributors		
Printed Name and Title:	Signature:	Date:
Sang Kim, Bid Coordinator		04/18/17
Name of School Food Authority:		Agreement Number:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See next page 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 Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10 a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		

11 Amount of Payment (check all that apply): \$ _____ actual planned	12 Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____
13 Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____	
14 Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: <div style="text-align: center; font-size: small;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>	
15. Continuation Sheet(s) SF-LLL-A attached: Yes No	
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Sang Kim</u> Title: <u>Bid Coordinator</u> Telephone No: (<u>714</u>) <u>777-7742</u> Date: <u>04/18/17</u>
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

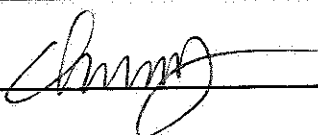
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding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

REQUIRED RFP DOCUMENTS CHECKLIST

DISTRIBUTORS RESPONDING TO THIS RFP MUST FOLLOW THE FORMAT IN THE SECTION OF REQUIRED RFP DOCUMENTS. The following must be completed and submitted with the proposal package in this order to be considered. See the following pages for further descriptions of each item.

1. Cover Letter (Note: Provide your own document)	✓	✓
2. Request for Proposal Signature Page (page 4)	✓	✓
3. Contract Agreement (pages 20-31)	✓	✓
4. Vendor Questionnaire and Evaluation Criteria (pages 43-60)	✓	✓
5. Reference List (page 61)	✓	✓
6. Public Liability and Property Insurance (Note: Provide your own document)	✓	✓ (need add'l insured added)
7. Non-Collusion Declaration (page 62)	✓	✓
8. Hazard Analysis Critical Control Point Plan (Note: Provide your own document)	✓	✓
9. Disaster Contingency Plan (Note: Provide your own document)	✓	✓
10. Food Security and Safety program (Note: Provide your own document)	✓	✓
11. Product Recall Program (Note: Provide your own document)	✓	✓
12. Suspension and Debarment Certification (pages 65-66)	✓	✓
13. Iran Contracting Act of 2010 Compliance Affidavit (page 67)	✓	✓
14. Certification Regarding Lobbying / Disclosure of Lobbying Activities (pages 68-71)	✓	✓
15. Required RFP Documents Checklist (this form – page 15)	✓	✓
16. Flash Drive(s) / Sealed Docs	✓	✓
17. List of Items Kept in Stock	✓	✓
18. Sample Product Labels, if applicable (instructions page 78)	N/A	

Completed by: SANG KIM Title: Bid Coordinator

Signature:  Date: 04/18/17

South Bay Purchasing Co-Op

Estimated Snack Usage - RFP # SN17.18_19.20

List of Items Kept in Stock

CAT	Manufacturer #	ITEM DESCRIPTION	NOTES	Estimated USAGE	A&R ITEM #	STOCK ITEM	NOTES
B	400030	7-Up 24-12oz	or brand equivalent	64	003800	X	PLUS CRV
B		Aquafina Water Val.Pack 32-16.9 oz	or brand equivalent	90	001311	X	PLUS CRV
B	740798	Arrowhead Water 28-20oz	or brand equivalent	316	740798	X	PLUS CRV
B	005611	Arrowhead Water Sport 24-23.7oz	or brand equivalent	3986	005611	X	PLUS CRV
B	0142	Capri-Sun 100% Apple Splash 40-6oz	or brand equivalent	1114	00969	X	
B	0144	Capri-Sun 100% Berry Breeze 40-6oz.	or brand equivalent	1500	00970	X	
B	0146	Capri-Sun 100% Fruit Dive 40-6oz	or brand equivalent	1304	00971	X	
B	014112	Coke Diet Value Pk 35-12oz	or brand equivalent	136	014112	X	PLUS CRV
B	024110	Coke Value Pack 35-12oz	or brand equivalent	256	024110	X	PLUS CRV
B	12202	Gatorade G2 Fruit Punch 24-12oz Bottle	or brand equivalent	440	12202	X	PLUS CRV
B	12007	Gatorade G2 Gl Freeze 24-12oz Bottle	or brand equivalent	730	12007	X	PLUS CRV
B	13297	Gatorade G2 Mixed Berry 24-12oz Bottle	or brand equivalent	572	13297	X	PLUS CRV
B	01507	Izze Sparkling 100% Apple 24-8.4oz	or brand equivalent	1216	13074	X	PLUS CRV
B	15023	Izze Sparkling 100% Blk Bry 24-8.4oz	or brand equivalent	488	13029	X	PLUS CRV
B	15054	Izze Sparkling 100% Clemnt Org 24-8.4oz	or brand equivalent	256	13050	X	PLUS CRV
B	15047	Izze Sparkling 100% Grapefruit 24-8.4oz	or brand equivalent	76	13043	X	PLUS CRV
B	01508	Izze Sparkling 100% Pomegranate 24-8.4oz	or brand equivalent	108	13081	X	PLUS CRV
B	87776	Juicy Juice 100% Berry 32-6.75oz	or brand equivalent	268	87776	X	
B	15896	Juicy Juice 100% Kiwi-Straw 32-6.75oz	or brand equivalent	492	15896	X	
B	84125	Juicy Juice 100% Orgng-Tang 32-6.75oz	or brand equivalent	288	84125	X	
B	00021	Juicy Juice 100% Peach-Apple 32-6.75oz	or brand equivalent	320	00021	X	
B	00022	Juicy Juice 100% Straw-Wtrmeln 32-6.75oz	or brand equivalent	268	00022	X	
B	6827493471	Nestle Water PL 24-16.9oz	or brand equivalent	32690	005608	X	PLUS CRV
B	101562	Nestle Water PL 48-8oz	or brand equivalent	4448	005656	X	PLUS CRV
B	50759	Powerade Zero Mixed Berry 24-20oz	or brand equivalent	242	50759	X	PLUS CRV
B	12652	Snapple 100% Frt Punch Juice 24-11.5oz	or brand equivalent	274	001851	X	PLUS CRV
B	12651	Snapple 100% Orgng Mango Juice 24-11.5oz	or brand equivalent	64	001852	X	PLUS CRV
B	9C2480BC	Switch 100% Spkig Blk Cherry 24-8oz CAN	or brand equivalent	752	003129	X	PLUS CRV
B	9C2480FP	Switch 100% Spkig Fruit Pnch 24-8oz CAN	or brand equivalent	844	003150	X	PLUS CRV
B	9C2480GR	Switch 100% Spkig Grape 24-8oz CAN	or brand equivalent	220	003136	X	PLUS CRV
B	9C2480AJ	Switch 100% Spkig Hardcore Apple 24-8oz CAN	or brand equivalent	1370	003211	X	PLUS CRV
B	9C2480KB	Switch 100% Spkig Kiwi Berry 24-8oz CAN	or brand equivalent	1156	003174	X	PLUS CRV
B	9C2480OT	Switch 100% Spkig Orange Tangerine 24-8oz CAN	or brand equivalent	436	003143	X	PLUS CRV
B	9C2480TP	Switch 100% Spkig Trop Pine 24-8oz CAN	or brand equivalent	272	003232	X	PLUS CRV
B	9C2480WS	Switch 100% Spkig Wtrm-Strw 24-8oz CAN	or brand equivalent	804	003157	X	PLUS CRV
B	1106	Tree Top 100% Apple 24-10oz.	or brand equivalent	190	006157	X	PLUS CRV

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B	826860	Tropicana 100% Orange Juice 24-10oz	or brand equivalent	90	826860	X	PLUS CRV
B	38200	Welch's 100% Apple Juice 24-11.5oz	or brand equivalent	134	002209	X	PLUS CRV
B	38000	Welch's 100% Grape Juice 24-11.5 oz.	or brand equivalent	90	002212	X	PLUS CRV
F	00075/550473	Bagel Lenders White Sliced WG IW 72-2oz	or brand equivalent	64	00075	X	
F	78010	Cookie Dgh BV Cho Chip RF WG 216-1oz	or brand equivalent	46	78010	X	
FP	DCB aw	Brownie FatCat Dble Choc WG IW 175-2.2oz	or brand equivalent	84	002562	X	
FP		Hostess MiniMuffins Banana WG 6-5ct	or brand equivalent	28	TBD		72ct
FP		Hostess MiniMuffins B-Cake WG 6-5ct	or brand equivalent	604	TBD		72ct
FP		Hostess MiniMuffins BluBry WG 6-5ct	or brand equivalent	44	TBD		
RJ	BB3BF9	Bolthouse Smoothie Berry Boost 9-11oz	or brand equivalent	72	629849	X	PLUS CRV
RJ	BG3BF9	Bolthouse Smoothie Blue Goodness 9-11oz	or brand equivalent	90	629850	X	PLUS CRV
RJ	GG3BF9	Bolthouse Smoothie Green Goodness 9-11oz	or brand equivalent	48	629846	X	PLUS CRV
RJ	MS3BF9	Bolthouse Smoothie Mango 9-11oz	or brand equivalent	124	629851	X	PLUS CRV
RJ	SB3BF9	Bolthouse Smoothie Strw-Banana 9-11oz	or brand equivalent	138	629848	X	PLUS CRV
RJ	63117	Naked Juice Berry Blst 8-10oz	or brand equivalent	312	63117	X	PLUS CRV
RJ	63076	Naked Juice Green Machine 8-10oz	or brand equivalent	490	63076	X	PLUS CRV
RJ	63072	Naked Juice Mango 8-10oz	or brand equivalent	1448	63072	X	PLUS CRV
RJ	63071	Naked Juice Straw-Banana 8-10oz	or brand equivalent	1160	63071	X	PLUS CRV
S	00236	Annie's Bny Grhm Honey (00236) 100-1.25oz	or brand equivalent	134	00236	X	
S	00237	Annie's Friends Hny-Choc-ChocChp (00237) 100-1.2	or brand equivalent	106	00237	X	
S	7220010	Azar Sunflower Kernals (7220010) 150-1 oz.	or brand equivalent	224	20010	X	
S	20012	Bisco Animal Snackers (20012) WG 100-1oz	or brand equivalent	106	20001	X	
S	RBR 37501	BktoBasics Wheat Ckrs WG (37501) 150-.8oz	or brand equivalent	136	037501	X	
S	31911	Cereal Bar Apple Cinn Cheerios (31911) 96-1.42oz	or brand equivalent	168	31911	X	
S	79263	Cheez-It Crackers WG (79263) 175-0.75oz	or brand equivalent	494	79263	X	
S	10480	Cheez-It Whole Grain (10480) 60-1oz	or brand equivalent	430	10480	X	
S	31934	ChexMix Hot&Spicy (31934) 60-0.92oz	or brand equivalent	56	31934	X	
S	31932	ChexMix Simply (31932) Chdr 60- 92oz	or brand equivalent	180	31932	X	
S	1140	Chorties (1140) Original Choc Chip 100-1oz	or brand equivalent	764	000035	X	
S	02054	Cornnuts BBQ (02054) 144ct	or brand equivalent	54	080700	X	
S	02052	Cornnuts Ranch (02052) 144ct	or brand equivalent	82	080710	X	
S	D787	Edamame Seapoint Rstd Lt Salted 50-1oz	or brand equivalent	180	007871	X	
S	44395	FL LSS Baked Lays BBQ 64-1.125oz	or brand equivalent	274	080400	X	
S	44396	FL LSS Baked Lays Reg 64-1.125oz	or brand equivalent	112	080401	X	
S	44398	FL LSS Baked Lays SC&O 64-1.125oz	or brand equivalent	176	080399	X	
S	36098	FL SS Baked Fantastix Chili Cheese 104-1oz	or brand equivalent	234	081092	X	

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S	43578	FL SS Baked Fantastix Hot 104-1oz	or brand equivalent	672	43578	X	
S	33625	FL SS Baked Lay's 60-0.875oz	or brand equivalent	424	33625	X	
S	32078	FL SS Baked Lay's BBQ 60-0.875oz	or brand equivalent	198	32078	X	
S	33627	FL SS Baked Lay's SCO 60-0.875oz	or brand equivalent	110	33627	X	
S	56882	FL SS Baked Ruffles Ched SC 60-.8oz	or brand equivalent	3200	56882	X	
S	62933	FL SS Baked WG Cheetos Crunchy 104-.875oz	or brand equivalent	340	080409	X	
S	62984	FL SS Baked WG Cheetos FlmHot 104-.875oz	or brand equivalent	1936	080440	X	
S	21910	FL SS Cheetos RF Puffs 72-0.7oz	or brand equivalent	340	21910	X	
S	21912	FL SS Cheetos RF Puffs Flamin Hot 72-0.7oz	or brand equivalent	102	21912	X	
S	11142	FL SS Doritos Nacho 104-1oz	or brand equivalent	62	080411	X	
S	31748	FL SS Doritos Red Fat 72-1oz	or brand equivalent	1516	080335	X	
S	36096	FL SS Doritos RF Cool Ranch 72-1oz	or brand equivalent	1362	081091	X	
S	49093	FL SS Doritos RF Sweet Chili 72-1oz	or brand equivalent	562	49093	X	
S	11044	FL SS Lay's KC BBQ Chips 104-1oz	or brand equivalent	60	080415	X	
S	11045	FL SS Lay's Reg Chips 104-1oz	or brand equivalent	372	080429	X	
S	36308	FL SS Munchies Kids Mix 104-0.875oz	or brand equivalent	428	080340	X	
S	25566	FL SS Popcorn SmtFd Delight Wht Chdr 72-.5oz	or brand equivalent	84	25566	X	
S	15940	FL SS RoldGold Heartzels 104-0.7oz	or brand equivalent	306	31801	X	
S	44428	FL SS SunChip Garden Salsa 104-1oz	or brand equivalent	60	081088	X	
S	11152	FL SS SunChip HarvestCheddar 104-1oz	or brand equivalent	48	080437	X	
S	11151	FL SS SunChip Original 104-1oz	or brand equivalent	80	080438	X	
S	11510	Fruit Snack Scooby Do (11510) 96-0.9oz	or brand equivalent	230	11510	X	
S	27111	GM NV Granola Oat N Hny (27111) Bulk 4-50oz	or brand equivalent	164	27111	X	
S	56071	J&J BellyBear WG (56071) Honey Grhm 200-1oz	or brand equivalent	108	51071	X	
S	39085	J&J Jungle Crkrs WG (39085) 200-1oz	or brand equivalent	70	39085	X	
S	07721	Jack Links L-Sodium Orig (07721) 48-0.85oz	or brand equivalent	48	07721	X	
S	07717	Jack Links L-Sodium Tryaki (07717) 48-0.85oz	or brand equivalent	348	07717	X	
S	40239	Keebler (40239) ElfGraham Choc 150-1oz	or brand equivalent	332	081002	X	
S	50689	Keebler ScoobyDo Cinn-Graham (50689) 210-1oz	or brand equivalent	56	50689	X	
S	11467	Kelg (11467) Rd-Sugar Frt Loops Pouch 96-1oz	or brand equivalent	90	11467	X	
S		Kelg (12586) Krave Smores Pouch 96-1oz	or brand equivalent	78	DC		Manuf DC
S	55122	Kelg (55122) PopTart WG BrwnSugCinn 12-10ct.	or brand equivalent	290	55122	X	
S	55130	Kelg (55130) PopTart WG Straw 12-10ct.	or brand equivalent	366	55130	X	
S	55644	Kelg Bug Bite Crackers (55644) 210-1oz	or brand equivalent	120	50687	X	
S	403001	MJM Apple Cinn Bear Grhms (403001) 2pk 300-1oz	or brand equivalent	56	40300	X	
S	402001	MJM Choc Bear Grhms (402001) 2pk 300-1oz	or brand equivalent	48	40200	X	

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S	300151	MJM L/F Honey w/Fiber Grhms (300151) 3pk 150-1oz	or brand equivalent	386	300150	X	
S	570150	MJM SunriseBites Maple w/Fiber (570150) 150-1oz	or brand equivalent	104	570150	X	
S	404001	MJM Vanilla Bear Grhms (404001) 2pk 300-1oz	or brand equivalent	138	40400	X	
S		NatureValley Granola Oats&Honey 28-1.5oz BOX	or brand equivalent	116	081026b	X	
S	23820	NatureValley Granola Oats&Honey 6-28-1.5oz	or brand equivalent	48	081026	X	
S	59772	Nutri-Grain Straw (59772) 96-1.55oz	or brand equivalent	52	59772	X	
S	14396	Pep-Farm (14396) Goldfish Prtzl WG 300-0.75oz	or brand equivalent	250	086183	X	
S	15094	Pep-Farm (15094) Giant Goldfish Grhm 300/0.9oz	or brand equivalent	112	086184	X	
S	15263	Pep-Farm (15263) Giant Choc Goldfish Grhm 300-0.	or brand equivalent	74	15263	X	
S	18105	Pep-Farm (18105) Goldfish WG 300-0.75oz	or brand equivalent	1216	18105	X	
S	81662407	Pirate's Booty Wht Ched Pufs 24-.75oz	or brand equivalent	772	699179b	X	
S	70220	PopChips BBQ Potato 24-0.8oz	or brand equivalent	788	70220	X	
S	40037	PopChips Crazy Hot Potato 24-0.7oz	or brand equivalent	48	40037	X	
S	00065	Popcorn Indiana Kettlecorn 48-1oz	or brand equivalent	1034	181975	X	
S	CSR400	Raisels Sour Fruit Splash (0569) 200-1.5oz	or brand equivalent	102	398400	X	
S	11052	Rice Krispies Treat WG (11052) 4-20ct	or brand equivalent	772	082002	X	
S	8004087	Rockin' Ola Granola Straw W/Mini-Mrshmlw 250-1oz	or brand equivalent	50	04087	X	
S	05086	Sun-Maid Sour Straw Raisins (05086) 24-6-1.33oz	or brand equivalent	136	05086	X	
S	080831	Tortilla Chips La Vencedora 150-2oz	or brand equivalent	448	080831	X	
S	080834	Tortilla Chips La Vencedora Bulk 6-2#	or brand equivalent	210	080834	X	
S	240183	Whole Earth Cheesy Chse or BBQ Puff 200-0.78oz	or brand equivalent	70	39921	X	
SE	191803	Clif ZBar Organic Choc Brwni 18-1.27oz	or brand equivalent	40	191802b	X	
SE	191804	Clif ZBar Organic Choc Chip 18-1.27oz	or brand equivalent	40	191804b	X	