Board Office Use: **Legislative File Info.**	
File ID Number	20-1751
Introduction Date	9-9-2020
Enactment Number	20-1345
Enactment Date	9/9/2020 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Irene Reynolds, Executive Director Nutrition Services

Board Meeting Date September 9, 2020

Subject Approval of Resolution No. 2021-0023 Request for Award of Bid #20-02 Fresh Produce and approval of contract for fresh produce

Action Requested Approval by the Board of Education of Resolution 2021-0023 award of contract for fresh produce RFP #20-02 to Daylight Foods, Inc., in an amount not to exceed $1,300,000, as the responsive, responsible bidder for one year commencing on July 1, 2020 with two one year options to renew upon further approval by the Board.

Discussion The Nutrition Services Department provides meals to children who meet federal eligibility criteria for free and reduced price meals as defined in California Education Code section 49531. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the Child Care Food Program. Fresh produce products are necessary purchases for these programs.

The Nutrition Services Department has also been providing and will continue to provide meal service to additional students, not just those eligible for free and reduced price meals, during the COVID-19 Pandemic and will provide meals under the National School Lunch Program and the Child and Adult Care Food Program. The purchase of fresh produce is necessary for delivery of these programs.

On May 29, 2020, Nutrition Services advertised RFP #20-02. Five vendors responded to the RFP. One vendor was disqualified. This vendor was interviewed and the responsive response was evaluated on the following criteria: experience, cost of goods, and service including qualifications of staff.

Recommendation Approval by the Board of Education of Resolution 2021-0023 award of bid and approval of fresh produce, Bid Number 20-02 to Daylight Foods, Inc., in an amount not to exceed $1,300,000 as the responsive, responsible bidder for one year commencing on July 1, 2020 with two one year options to renew.

Fiscal Impact Funding resource(s): 5310

Attachments

- Resolution 2021-0023
- RFP/Bid #20-02 Proposal
- Contract

Legislative File Info.	
File ID Number:	20-1751
Introduction Date:	9/9/20
Enactment Number:	20-1345
Enactment Date:	9/9/2020 lf

RESOLUTION
OF THE BOARD OF EDUCATION
OF THE OAKLAND UNIFIED SCHOOL DISTRICT
NO. 2021-0023

Award of bid (RFP No. 20-02) for fresh produce and contract to Daylight Foods, Inc.

WHEREAS, Education Code section 49531 prescribes that a school district may provide nutritionally adequate breakfast or lunch, or both, to pupils each schoolday at each school in the district ; and

WHEREAS, Oakland Unified School District ("OUSD") has an agreement with the California Department of Education Nutrition Services Division to provide meals under the Child Care Food Program and the National School Lunch Program; and

WHEREAS Fresh produce is a necessary purchase for these programs; and

WHEREAS, on May 29, 2020, Nutrition Services advertised RFP #20-02; and

WHEREAS, the District received five responses to the RFP, one was disqualified; and

WHEREAS, Daylight Foods, Inc. provided a responsive response to the RFP and was evaluated on the following criteria: experience, cost of goods, and service including qualifications of staff; and

WHEREAS, the Nutrition Services Department has forwarded to the Board, District staff's recommendation on which bidders have submitted lowest responsible bid, and staff has made recommendation for bid award; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board acknowledges that Daylight Foods was responsive to the RFP, the lowest bid, and constituted the a qualified vendor based upon experience, cost of goods, and service including qualifications of staff;

BE IT FURTHER RESOLVED, that the Board hereby accepts the recommendation of Nutrition Services and does award a contract for fresh produce to Daylight Foods, Inc. in an amount not to exceed one million three hundred thousand dollars ($1,300,000) as the lowest, responsive, responsible bidder for one year commencing on July 1, 2020; and

BE IT FURTHER RESOLVED, that all bids other than that of the successful bidder are hereby rejected; and

BE IT FURTHER RESOLVED, that the Executive Director of Nutrition Services is hereby authorized and directed to issue a Purchase Order to the above company, for said items, for an initial term of one year.

Legislative File Info.	
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Passed by the following vote:

PREFERENTIAL AYE: Jessica Ramos (Student Director)

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, Jumoke Hinton Hodge, Gary Yee, James Harris, Vice President Shanthi Gonzales and President Jody London

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Samatha Pal (Student Director) and Director Roseann Torres

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on September 9, 2020.

Legislative File	
File ID Number:	20-1751
Introduction Date:	09/9/2020
Enactment Number:	20-1345
Enactment Date:	9/9/2020
By:	lf

Approved at to form
Andrea Epps
Deputy General Counsel

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London
President, Board of Education

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

DAYLIGHT FOODS

Vendor Cover Sheet

Oakland Unified School District

RFP NO #20-02 Fresh Produce

Bid Due: June 12, 2020 @ 10:00 am

Bid Term: July 1, 2020 –June 30, 2021

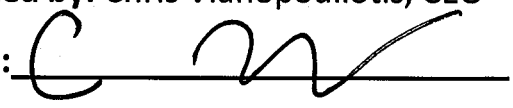
Bidder: Daylight Foods, Inc

30200 Whipple Road

(510) 931-4207

Schools@DaylightFoods.com

Submitted by: Chris Vlahopouliotis, CEO

Signature: 

Date: 6/12/2020

ATTACHMENT K: PROPOSER PRICING SHEET

The District intends to award one Agreement for the Scope of Services, as detailed in this RFP/Bid, to the most qualified Proposer. Proposer must bid on all items to be considered responsive. Proposers must quote prices FOB Destination to the delivery location designated by Oakland Unified School District for all transactions.

All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.

Item Description & Specifications	Unit	12 Months Estimated Usage	Unit Price	Extended Delivery Price	Pack Size
Apple Slices	100/2oz/case	3000	$18.85	$56,550.00	100/2oz
Apple Fuji No individual stickers	138ct/case ½ C	3000	$21.00	$63,000.00	138ct
Apple Gala No individual stickers	138ct/case ½ C	3000	$21.00	$63,000.00	138ct
Apple Granny Smith No individual stickers	138ct/case ½ C	3000	$21.00	$63,000.00	138ct
Apple Golden Delicious No individual stickers	138ct/case ½ C	3000	$21.00	$63,000.00	138ct
Apple Gala No individual stickers	198ct/case ¼ C	1000	$20.95	$20,950.00	198ct
Apple Red Delicious No individual stickers	198ct/case ¼ C	1000	$20.95	$20,950.00	198ct
Banana Petite	150ct/case ½ C	1500	$17.95	$26,925.00	150ct
Broccoli, florets	4/3#/case	250	$16.95	$4,237.50	4/3#

Broccoli, florets	50/1.1oz/case ½ C	1000	$14.50	$14,500.00	50ct
Broccoli, slaw	4/3#/case	250	$13.50	$3,375.00	4/3#
Carrot, baby	100/2.6oz/case	5000	$17.65	$88,250.00	100ct
Carrot, baby	5#	250	$4.85	$1,212.50	5#
Carrot, chile lime	75/2.5oz/case	1500	$25.85	$38,775.00	75ct
Carrot, ranch	75/2.5oz/case	1500	$25.85	$38,775.00	75ct
Carrot, shredded	5#	250	$3.85	$962.50	5#
Cauliflower, florets	4/3#/case	250	$22.85	$5,712.50	4/3#
Celery, stick	5#	1000	$6.35	$6,350.00	5#
Celery, stick	50/2.3oz/case ½ C	1000	$14.50	$14,500.00	50ct
Cilantro	6ct	150	$3.25	$487.50	6ct
Coleslaw	4/5#/case	250	$12.25	$3,062.50	4/5#
Cucumber, whole	6ct	200	$1.99	$398.00	6ct
Cucumber, whole	36ct	1000	$11.95	$11,950.00	36ct
Cucumber, coins	100/3oz/case	1000	$17.50	$17,500.00	100ct

Cucumber, coins	5#	500	$9.95	$4,975.00	5#
Garlic, peeled	1#	50	$3.75	$187.50	1#
Garlic, peeled	5#	150	$16.95	$2,452.50	5#
Ginger	3#	50	$6.50	$325.00	3#
Grapes, seedless	100ct/case ½ C	1000	$28.95	$28,950.00	100ct
Jicama, stick	5#	1000	$10.95	$10,950.00	5#
Kiwi	20# 108ct/cs	1000	$22.85	$22,850.00	20#
Lettuce, Romaine, chopped	6/2#/case	2500	$13.99	$34,975.00	6/2#
Lettuce, Romaine & Iceberg Blend	5#	2500	$3.95	$9,875.00	5#
Lettuce, shredded	5#	1000	$3.40	$3,400.00	5#
Mushrooms, medium	flat	100	$18.50	$1,850.00	10#
Nectarines No individual stickers	120ct/case ½ C	2500	$19.35	$48,375.00	120ct
Onion, green	6ct	250	$3.50	$875.00	6ct
Onion, green	48ct	50	$15.95	$797.50	48ct
Onion, red	5#	250	$2.49	$622.50	5#

Onion, yellow	5#	250	$1.99	$497.50	5#
Onion, yellow, diced	5#	250	$6.95	$1737.50	5#
Oranges, Cara Cara	138ct/case ½ C	1000	$19.95	$19,950.00	138ct
Oranges, Navel	138ct/case ½ C	4000	$15.95	$63,800.00	138ct
Orange, slices	100ct/case ½ C	2500	$19.95	$49,875.00	100ct
PeachesNo individual stickers	120ct/case ½ C	2500	$14.95	$37,375.00	120ct
Pears, AsianNo individual stickers	150ct/case ½ C	2500	$26.95	$67,375.00	150ct
Pears, BarlettNo individual stickers	150ct/case ½ C	2500	$24.85	$62,125.00	150ct
Pears, BarlettNo individual stickers	200ct/case ¼ C	500	$23.85	$11,925.00	200ct
Peppers, Green	5#	150	$4.85	$727.50	5#
Peppers, Red	5#	150	$5.95	$892.50	5#
Pineapple, spear	50ct/case ½ C	1000	$23.95	$23,950.00	50ct
Plums No individual stickers	120ct/case ½ C	2500	$15.95	$39,875.00	120ct
Pluots No individual stickers	120ct/case ½ C	2500	$15.95	$39,875.00	120ct
Spinach	4#	1000	$6.00	$6,000.00	4#

Strawberry	8/1#/case	1000	$13.50	$13,500.00	8/1#
Tangerine	120ct/case ½ C	4000	$17.95	$71,800.00	120ct
Tangerine	200ct/cs ¼ C	1000	$17.95	$17,950.00	200ct
Tomato, cherry or grape	12ct/case	2000	$15.95	$31,900.00	12ct
Tomato, loose	5# 5X6X2	150	$5.95	$892.50	5#
Watermelon, chunks	50ct/case ½ C	500	$14.95	$7,475.00	50ct

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

Vendor Signature _____ Date June 12, 2020

Oakland Unified School District Signature _____ Date 6/23/2020
(If awarding contract)

RFP/BID RESPONSE PACKET REQUIREMENTS

Bid Requirements: The SFA assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP/Bid documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation MUST be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

---

1) Proposer will need to complete, sign, and return all attachments:

- ATTACHMENT A: PROPOSER CHECKLIST
- ATTACHMENT B: VENDOR CONTACT INFORMATION
- ATTACHMENT C: NON COLLUSION AFFIDAVIT
- ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT E: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT G: BUY AMERICAN CERTIFICATION FORM
- ATTACHMENT H: REFERENCES FORM
- ATTACHMENT I: FOOD SAFETY PROCEDURES
- ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS
- ATTACHMENT K: PROPOSER PRICING SHEET

2) Proposals must be delivered no later than **Friday, June 12, 2020, 10:00 a.m.**

- Proposals must be delivered in a **sealed envelope** and identified with the **RFP/Bid #20-02.** Emailed or faxed RFP's will not be accepted.

Deliver proposals to the following location:

Oakland Unified School District
Nutrition Services Department
Attention: Irene Reynolds, Executive Director
900 High Street
Oakland, CA 94601

ATTACHMENT A: PROPOSER CHECKLIST
Oakland Unified School District
Request for Proposal No. 20-02

This checklist is provided as a convenience to assist proposers in ensuring that a complete proposal is submitted. It is not represented as being comprehensive and compliance therewith does not relieve the proposer of responsibility of compliance with any requirements which may not be mentioned specifically in this checklist. **Original documents with original signatures are required.** Failure to comply with this requirement will constitute proposer disqualification due to non-responsiveness. Faxed or emailed documents will not be accepted under any circumstances.

All of the items listed must be returned to constitute a complete response. Please check the box and initial in the appropriate column to signify compliance.

Check ☑	Initials	Required Document
☑	CV.	**Attachment A**: Proposer Checklist (this form). All items are checked, initialed, signed, and included in the complete response package. Return completed hard copy with initials
☑	CV	**Attachment B**: Vendor Contact Information Return completed hard copy
☑	CV	**Attachment C:** Non Collusion Affidavit Return completed hard copy with original signature
☑	CV	**Attachment D:** Suspension and Debarment Certification Return completed hard copy with original signature
☑	CV	**Attachment E:** Certification Regarding Lobbying Return completed hard copy with original signature
☑	CV	**Attachment F:** Disclosure of Lobbying Activities Return completed hard copy with original signature
☑	CV	**Attachment G:** Buy American Certification Form Return completed hard copy with original signature
☑	CV	**Attachment H:** References Form Return completed hardcopy
☑	CV	**Attachment I**: Food Safety Plan/Procedures Return completed hard copy
☑	[1V	**Attachment J**: Product Specifications and Conditions Return completed hard copy with original signature

~~A~~	W	**Attachment K**: Proposer Pricing Sheet Return completed hard copy with original signature

ATTACHMENT B: VENDOR CONTACT INFORMATION

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly.

LEGAL NAME OF BUSINESS: Daylight Foods, Inc
DBA OR BUSINESS NAME (IF DIFFERENT)_____

ADDRESS OF BUSINESS
STREET ADDRESS: 30200 Whipple Road
CITY: Union City STATE: Ca. ZIP: 94587

PAY OR REMIT ADDRESS
LEGAL NAME OF BuSINESS: Daylight Foods, Inc
STREET ADDRESS: 30200 Whipple Road
CITY: Union City STATE: Ca. ZIP: 94587

TELEPHONE NUMBER: (510) 931-4207
TOLL FREE NUMBER: (____)
FAX NUMBER: (510) 629-6835
EMAIL: schools@daylightfoods.com
BUSINESS FEDERAL IDENTIFICATION NUMBER: 68-0665764
(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

ACCOUNT MANAGER: Chris Kouretas
TELEPHONE NUMBER: (510) 594-4374
CELL PHONE NUMBER: (408) 390-3919
FAX NUMBER: (____)
EMAIL: chrisk@daylightfoods.com

CUSTOMER SERVICE REPRESENTATIVE: Teresa Kaspereen, Elaine Managabat
TELEPHONE NUMBER: (510-)931-4207 Option 4
CELL PHONE NUMBER: (408) 712-5255
FAX NUMBER: (510) 629-6835
EMAIL: schools@daylightfoods.com

BILLING QUESTIONS CONTACT PERSON: Nora Silva
TELEPHONE NUMBER: (510) 686-4308
CELL PHONE NUMBER: (____)
FAX NUMBER: (510) 629--6835
EMAIL: noras@daylightfoods.com

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS: Daylight Foods CSR
TELEPHONE NUMBER: (510) 931-4207
CELL PHONE NUMBER: (408) 390-3919
FAX NUMBER: (510) 629-6835

EMAIL: csr@daylightfoods.com

ATTACHMENT C: NON COLLUSION AFFIDAVIT

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL

(Public Contract Code Section 7106)

STATE OF California)

COUNTY OF Alameda)

Chris Vlahopouliotis, being first duly sworn, deposes and says
(name)

that he or she is CEO of
(position title)

Daylight Foods, Inc.,
(the proposer)

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

DATED: June 12, 2020

By _____
(Person signing for proposer)

ATTACHMENT D: 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.

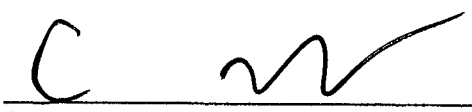
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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.

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.

Oakland Unified School District	612500
Name of School Food Authority	Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Chris Vlahopouliotis	CEO, Daylight Foods, Inc.
Printed Name	Title
	June 1, 2020
Signature	Date

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

INSTRUCTIONS FOR CERTIFICATION (INSTRUCTIONS FOR ATTACHMENT D)

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 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.

ATTACHMENT E: 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: Oakland Unified School District		Agreement Number: 612500
Address of School Food Authority: 900 High Street, Oakland, CA 94601		
Printed Name and Title of Submitting Official: Irene Reynolds, Executive Director	Signature: Irene Reynolds	Date: 6/23/2020

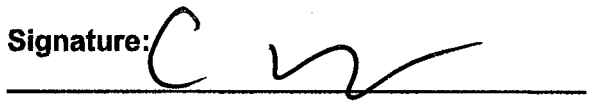
OR

Name of Food Service Management or Food Service Consulting Company: N/A		
Printed Name and Title: N/A	Signature:	Date: 6/12/20

ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See 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 _____ Date of last report_____

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*:
7. **Federal Action Number,** *if known:*	9. **Award Amount,** *if known:* **$**
10. **a. Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** Chris Vlahopouliotis **Title:** CEO, Daylight Foods, Inc. **Telephone No.:** 510-931-4207 **Date:** June 12, 2020
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

ATTACHMENT G: BUY AMERICAN CERTIFICATION FORM

Note: Complete this form if you are a food and/or beverage supplier only.

Oakland Unified School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

I/we Daylight Foods, Inc. (vendor name), certify that only domestic commodity or food/beverage products will be supplied to Oakland Unified School District unless otherwise mutually agreed upon.

Signature	Chris Vlahopouliotis	June 12, 2020
		Date

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

ATTACHMENT H: REFERENCES FORM

References

Proposers must submit three school districts of similar size that are current customers. Proposers, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the vendor and/or vendor's performance of work.

Name of School: Stockton Unified School District

Address: 1944 El Pinal Drive, Stockton, Ca. 95205

Telephone: 209-933-7015

Contact: Nicole Barron, Food Service Director

Start/End Date: July 2018-Current

Name of School: Alum Rock Unified School District

Address: 2930 Gay Ave, San Jose, Ca. 95127

Telephone: 408-928-6905

Contact: Denisse Mendez, Food Service Director

Start/End Date: July 2017-Current

Name of School: San Francisco Unified School District

Address: 841 Ellis Street, San Francisco Ca. 94109

Telephone: 415-749-3604

Contact: Alexandra Emmott, Culinary Manager

Start/End Date: July 2018-Current

ATTACHMENT I: FOOD SAFETY PLAN/PROCEDURES

Note: Complete this form if you are a <u>food and/or beverage</u> supplier only.

Food Safety: : Food/beverage vendors shall be expected to comply with all Federal, State, and local mandates regarding food safety and are expected to have adequate controls in place to ensure the safety of the food/beverages provided.

Please provide information about your company's food safety policies and procedures. (If you would like to attach any supporting documentation, please do so.):

Vendor name: Please see Attached Food Safety Tab

ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS

Product Specifications and Conditions: All produce shall be delivered as fresh as possible. All suppliers shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county and city laws and ordinances for their production handling, processing, marking and labeling. All prepared produce products must be prepared without the use of sulfating agents. In accordance with "Buy America" and "Buy California", every effort will be made to provide first Locally grown (within 250 miles), then California grown, then American grown produce. If Local, California or American grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable. Preference will be given to vendors subscribing to the Produce Marketing Association Code of Ethics. Produce certified free from pesticide residues is preferred when available and competitively priced.

Packaging: Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor. ***Whole, ready to eat fruits shall be delivered without stickers on individual pieces of fruit.***

Pricing: Pre-cut value added produce and whole fresh fruits account for the majority of Nutrition Services produce purchases; because of market fluctations and budget uncertainties, the selected vendor must give fixed year round firm pricing of these products: Broccoli Florets, Celery Sticks, Baby Carrots, Chopped Romaine, Sliced Apples. All other fresh produce price quotations will be based on a cost plus formula. The cost plus formula will consist of actual costs plus a percentage figure mark up, which represents the percentage that will be charged above the actual costs. Contract prices awarded as a result of this price request shall remain firm for the contract period. ***Any changes (up or down) in price must be announced to school district officials 30 days preceding the effective price change.*** This District reserves the right to request verification of any change in prices, the price per unit percentage markup must remain firm for the full contract period. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

Ordering: The District prefers to place orders online and receive an email confirmation, however, in the event that a school site needs to place orders manually with the delivery driver or over the telephone, a written copy of the order must be left with the person in charge at the site or a follow up email confirmation must be received. The District reserves the right to add, remove or delete product based on school needs. Only vendors with no minimum order requirements will be considered for award.

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

Delivery: The District reserves the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to approximately 70 sites. Sites require between 1-3 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 12:00 noon. Dark drops will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the District. Delivery vehicles are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

1. See the "Table A – Oakland Unified School District School and Delivery List".
2. No minimum delivery requirements.
3. Products must be delivered in packaging that is clean as well as in clean vehicles.
4. Produce must be delivered as fresh as possible.
5. Whole, ready to eat fruits shall be delivered without stickers on the individual pieces of fruit.
6. All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver.
7. Delivery shall not be made so close to service time as to create concern by the school site. Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage, and time.
8. All deliveries must be accompanied by a computerized invoice. Invoice is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product. Invoice will be signed only after inspection of product. The District reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or unusable due to code date.

Table A – Oakland Unified School District School and Delivery List

School Name	School Type	Address
BELLA VISTA ELEMENTARY SCHOOL	Elementary School	1025 East 28th Street, 94606
EAST OAKLAND PRIDE ELEMENTARY SCHOOL	Elementary School	8000 Birch Street, 94621
FRANKLIN ELEMENTARY SCHOOL	Elementary School	915 Foothill Boulevard, 94606
GARFIELD ELEMENTARY SCHOOL	Elementary School	1640 22nd Avenue, 94606
INTERNATIONAL COMMUNITY / THINK COLLEGE NOW	Elementary School	2825 International Blvd, 94601
LA ESCUELITA ELEMENTARY SCHOOL / METWEST	Elementary School	1050 Second Avenue, 94606
LAUREL ELEMENTARY SCHOOL	Elementary School	3750 Brown Avenue, 94619
LINCOLN ELEMENTARY SCHOOL	Elementary School	225 11th Street, 94607
MADISON PARK ACADEMY PRIMARY	Elementary School	470 El Paseo Drive, 94603
MANZANITA COMMUNITY SCHOOL / MANZANITA SEED	Elementary School	2409 East 27th Street, 94601
MONTCLAIR ELEMENTARY	Elementary School	1757 Mountain Boulevard, 94611
NEW HIGHLAND ACADEMY / RISE COMMUNITY SCHOOL	Elementary School	8521 A Street, 94621

PRESCOTT ELEMENTARY SCHOOL	Elementary School	920 Campbell Street, 94607
BRET HARTE MIDDLE SCHOOL	Secondary	3700 Coolidge Avenue, 94602
CASTLEMONT HIGH SCHOOL / RUDSDALE NEWCOMER	Secondary	8601 MacArthur Boulevard, 94605
CLAREMONT MIDDLE SCHOOL	Secondary	5750 College Avenue, 94618
COLISEUM COLLEGE PREP ACADEMY	Secondary	1390 66th Avenue, 94621
EDNA BREWER MIDDLE SCHOOL	Secondary	3748 13th Avenue, 94610
ELMHURST UNITED	Secondary	1800 98th Avenue, 94603
FREMONT HIGH SCHOOL	Secondary	4610 Foothill Boulevard, 94601
FRICK IMPACT ACADEMY	Secondary	2845 64th Avenue, 94605
MADISON PARK ACADEMY SECONDARY	Secondary	400 Capistrano Drive, 94603
MCCLYMONDS HIGH SCHOOL	Secondary	2608 Myrtle Street, 94607
MONTERA MIDDLE SCHOOL	Secondary	5555 Ascot Drive, 94611
OAKLAND HIGH SCHOOL	Secondary	1023 MacArthur Boulevard, 94610
OAKLAND INTERNATIONAL HIGH	Secondary	4521 Webster Street, 94609
OAKLAND TECHNICAL HIGH SCHOOL	Secondary	4351 Broadway, 94611
ROOSEVELT MIDDLE SCHOOL	Secondary	1926 19th Avenue, 94606
SKYLINE HIGH SCHOOL	Secondary	12250 Skyline Boulevard, 94619
UNITED FOR SUCCESS / LIFE ACADEMY	Secondary	2101 35th Avenue, 94601
WEST OAKLAND MIDDLE SCHOOL	Secondary	991 14th Street, 94607
WESTLAKE MIDDLE SCHOOL	Secondary	2629 Harrison Street, 94612
CENTRAL WAREHOUSE	Warehouse	900 High Street, 94601
CENTRAL MANUFACTURING KITCHEN	Central Kitchen	2850 West Street, 94608

CV

DAYLIGHT FOODS

Oakland USD /RFP #20-02 Fresh Produce

CUSTOMER SERVICE & SATISFACTION

Mission Statement

Service that delivers. Quality you can trust. Since 1976, we have maintained our original promise – procure and deliver the highest quality and locally grown produce throughout Northern California. We continue to lead the industry in food safety and cater to the unique needs of food businesses focusing on cost effective pre-cuts, farm to fork programs, and continuously improving our sustainability. While quality and service are our first priorities, creating a more environmentally sound and healthy food system is a mission for all.

Objective

- Daylight Foods shall furnish and deliver Fresh Produce products to Oakland USD as described in RFP General Produce. Daylight Foods will meet the requirements in quantities designated, delivery windows, and quality of goods in accordance with the bid form, proposal, and specifications deemed required by the district

- Daylight Foods has the qualifications and ability to furnish and deliver Fresh Produce as specified, without the advice, control or supervision of Oakland USD in accordance with generally and currently accepted principles and practices of its profession for services to California schools.

- Daylight Foods will provide an in-house Customer Service team specifically for school service. This selected team will handle all the daily functions of the account. Daily maintenance based on the requirements can include but not limited to:
    - Order entry & system options
    - Order accuracy
    - Product specification management
    - Distribution accuracy and delivery window accuracy – coordinated through our Distribution Department with Dispatch.
    - Marketing Materials: Market report on the current market conditions along with announcements and holiday scheduling.

Financial Stability

Daylight Foods, Inc. is a wholesale food distributor that provides foodservice customers with fresh whole produce, in-house processing of fruits and vegetables, dairy, cheese, eggs, spices, Italian products and various frozen items. The customers are exceptionally well diversified and can be categorized as follows: Multi unit national chain restaurants, regional chains, white table cloth, nationally managed business, colleges and universities, K-12 schools, food manufacturing facilities, County and State facilities, independent restaurants, pizza restaurants, catering companies and other foodservice distributors. The geographical distribution area is one of the largest in Northern California. Daylight's facility is located in Union City, CA allowing it to be centrally located to the Bay Area, Central Valley and the Coast.

Daylight Foods has shown an exponential growth rate of 35% from 2017 to reach $78 million in 2018 and has continued to grow to a compounded annual growth rate ("CAGR") of 13% and reaching $90 million by 2020.

This growth is achieved through leveraging the company's core **competitive advantages**:

- Highly cost effective and efficient Supply Chain from farm to market
- A well established and diversified supplier base
- Highly diversified customer base: no customer represents more than 5% of total revenues
- In-house production of customized pre-cut solutions
- High quality & Safe Food products
- New innovative products
- Impeccable customer service

DAYLIGHT FOODS

K-12 Schools 2019-2020

Alameda Unified School District

Alum Rock Unified Elementary School District

Benicia Unified School District

Ceres Unified School District

Cupertino Union Unified School District

Dublin Unified School District

Evergreen Unified School District

Hayward Unified School District

Livingston Unified School District

Millbrae Unified School District

Milpitas Unified School District

Modesto City School District

Morgan Hill Unified School District

North Monterey Unified School District

Pleasanton Unified School District

Santa Clara Unified School District

San Francisco Unified School District

San Lorenzo Unified School District

San Rafael Unified School District

Stockton Unified School District

Turlock Unified School District

West Contra Costa Unified School District

DAYLIGHT FOODS

Meet our School Team!

Chris Kouretas- School Food Service Director

Chris graduated from San Francisco State University with a BA in Hospitality Management and over 30 years experience in food service industry. Chris brings his expertise in food service and menu planning to our team. In his free time you will find Chris at home in the kitchen cooking for his family.

Teresa Kaspereen - School Service Representative

Teresa has a background in produce distribution and is well versed in school nutrition standards. In her free time you will probably find her cuddling with her new puppy!

Elaine Mangabat - School Service Representative

Elaine has a background in customer service, and supply chain management. She is a multi-tasker and knows the business of distribution inside out. In her free time she likes to go the park with her daughter.

Jesus Perez - School Order Fulfillment Manager

Jesus knows the produce specifications of every school by heart and oversees the warehouse team in pulling and loading orders for schools. In his free time he likes to cook and read a good book.

Oscar Velasquez - School Dispatch Lead

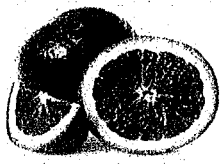
Oscar has a background in transportation and logistics and keeps his eyes on our fleet of school trucks every morning. Outside of work he loves to play his guitar and bass.

email us at : schools@daylightfoods.com or call 510-931-4207

DAYLIGHT FOODS

May Fruit Highlights

Farm to School

Item	Description	Units Per Case	Serving Size	Price	$ per Serving	Growing Region	Grower
	White Peaches (available May 15th)	108ct. (72 size)	1/2 cup	$21.50	$0.20	Kingsburg, CA	Scattaglia Growers
	Yellow Peaches (available May 15th)	108ct. (72 size)	1/2 cup	$21.50	$0.20	Kingsburg, CA	Scattaglia Growers
	White Nectarines (available May 15th)	108ct. (72 size)	1/2 cup	$21.50	$0.20	Kingsburg, CA	Scattaglia Growers
	Yellow Nectarines (available May 15th)	108ct. (72 size)	1/2 cup	$21.50	$0.20	Kingsburg, CA	Scattaglia Growers
	Apricots	80-88ct	1/2 cup	$24.10	$0.17	Kingsburg, Ca.	Kingsburg Orchards
	Heirloom Navel Oranges	113ct	1/2 cup	$18.00	$0.15	Orosi, CA	Fruition Sales
	Red Raspberries	12ct (44 servings)	1/2 cup	$35.00	$0.79	California	Driscoll's
	Strawberries	8/1# (50 servings)	1/2 cup	$23.00	$0.46	Salinas	Duran Family Farms

Please visit us at www.daylightfoods.com | Prices and product availability are subject to change

Daylight Foods | 660 Vista Way, Milpitas CA 95035 | (408) 284-7307 | schools@daylightfoods.com

DAYLIGHT FOODS

Oakland USD /RFP #20-02 Fresh Produce

DELIVERY SYSTEMS

Daylight Foods has a state-of-the-art facility located in Union City, CA. The distribution center encompasses over 90,000 sq. feet with four distinct temperature zones, refrigerated docks and an internal food processing facility. With 200 employees and over 47 refrigerated trucks, including 8 energy efficient hybrid trucks, the company distributes throughout Northern California from Eureka to San Luis Obispo and Redding to Bakersfield and reaches a total of over 900 customers.

Daylight Foods, Inc. is a wholesale food distributor that provides foodservice customers with fresh whole produce, in-house processing of fruits and vegetables, dairy, cheese, eggs, spices, Italian products and various frozen items. The customers are exceptionally well diversified and can be categorized as follows: Multi unit national chain restaurants, regional chains, white table cloth, nationally managed business, colleges and universities, K-12 schools, food manufacturing facilities, County and State facilities, independent restaurants, pizza restaurants, catering companies and other foodservice distributors.

Our drivers submit a daily DVIR (Driver-Vehicle Inspection Report) to our dispatch after ever route is finished. Appropriate measures are taken immediately if there are any safety issues discovered in the report. Otherwise we do monthly preventative maintenance on our fleet and quarterly BIT inspections. *"In 1988 The California Commercial Motor Vehicle Safety Act, commonly referred to as the Biennial **Inspection** of Terminals (**BIT**) Program, was enacted by the California Legislature in an effort to reduce the number of truck-related accidents on California's highways".*

In addition, our routing software and "real time GPS" allows our Transportation Department the ability to monitor and redirect drivers based on meeting our customers delivery windows. Daylight Foods understands the importance of getting to produce to the school sites on time allowing the CNS staff ample time to prepare the students meals.

During the term of this Agreement, and any extension of such term, Daylight Foods shall provide the following minimum service standards, Order fill rate- 98% with 48 hour leadtime. Delivery accuracy - 98%, Delivery, on-time - 98%, Customer service satisfaction- 98%.

Please see attached Delivery Documents:

a. List of Daylight Truck Fleet
b. Sop for Warehouse Order Selecting and Loading.

Year	Make	Current Truck #	Vin #	Lic #	Box Type	G.V.W.	Lease Company	Total Miles
2016	KENWORTH	428-877	2NKHHM6X3HM171992	73905R1	CLASS C	26000	PAC-LEASE/NORCAL	145,518
2017	KENWORTH	428-879	2NKHHM6X7HM171994	73907R1	CLASS C	26000	PAC-LEASE/NORCAL	112,656
2017	KENWORTH	428-880	2NKHHM6XXHM172105	83904A2	CLASS C	26000	PAC-LEASE/NORCAL	122,482
[redacted]								106,367
[redacted]								146,791
2018	KENWORTH	428-938	2NKHHM6X3JM215706	29274D2	CLASS C	26000	PAC-LEASE/NORCAL	123,701
[redacted]								227,152
[redacted]								170,726
[redacted]								177,193
2019	PETERBILT	834-4234	2NP2HM6X7KM613616	36651P2	CLASS C	26000	PETERBILT / COAST COUNTIES	48,469
2019	PETERBILT	834-4235	2NP2HM6X9KM613617	36652P2	CLASS C	26000	PETERBILT / COAST COUNTIES	45,732
2019	PETERBILT	834-4236	2NP2HM6X0KM613618	36653P2	CLASS C	26000	PETERBILT / COAST COUNTIES	106,582
2019	PETERBILT	834-4237	2NP2HM6X2KM613619	36654P2	CLASS C	26000	PETERBILT / COAST COUNTIES	75,150
2014	KENWORTH	[redacted]	2NKHHM6X4EM410459	66722L1	CLASS C	26000	OWN	247,671
2014	KENWORTH	[redacted]	2NKHHM6X2EM410458	66721L1	CLASS C	26000	OWN	265,845
2014	KENWORTH	46	2NKHHM6X0EM410460	66728L1	CLASS C	26000	OWN	221,677
2015	KENWORTH	[redacted]	2NKHHM6X2FM441646	05845J1	CLASS C	26000	OWN	193,536
2015	KENWORTH	51	2NKHHM6X4FM441647	99022P1	CLASS C	26000	OWN	137,778
2014	KENWORTH	48	2NKHHM7X4EM410461	66739L1	CLASS B	33000	OWN	139,191
2014	KENWORTH	49	2NKHHM7X6EM410462	66740L1	CLASS B	33000	OWN	
2014	KENWORTH	[redacted]	2NKHHM7X6EM410464	66741L1	CLASS B	33000	OWN	394,449
2014	KENWORTH	47	2NKHHM7X8EM410463	66729L1	CLASS B	33000	OWN	297,551
2014	KENWORTH	35	1XKYDP9X9FJ441648	9F17718	CLASS A	80000	OWN	
2014	KENWORTH	43	1XKADP9XOEJ410465	9E39163	CLASS A	80000	OWN	
2013	KENWORTH	24	1XKAD49X8DJ369080	9E98525	CLASS A	80000	OWN	361,175
2013	KENWORTH	25	2NKHHM6A6EM385395	98330J1	CLASS C	26000	OWN	220,906
2013	KENWORTH	28	2NKHHM6A1DM385398	98325J1	CLASS C	26000	OWN	
2013	KENWORTH	[redacted]	2NKHHM7A6DM369081	98331J1	CLASS B	33000	OWN	265,880
2012	FREIGHTLINER	15	1FVACXDT0CDBV0848	56855F1	CLASS B	33000	OWN	131,811
	KENWORTH	428-579	2NKHHM6X6EM405330	86155L1	CLASS C	26000	OWN	240,949
2016	FORD	428-814	1FTYR2CV2GKA53213	52802Z1	VAN		OWN	
2017	FORD	428-815	1FTYR2CV7GKA49545	54083Z1	VAN		OWN	
2016	FORD	281156 PV	1FTBW2YMBHKA58173	72674F5	VAN		PENSKE	109,126
2016	FORD	174786 PV	1FTBW2YMGKB36162	72674F2	VAN		PENSKE	110,215
2019	UTILITY	Q62378	1UYVS2482K2690905		53'	65000	XTRA	
2019	UTILITY	Q62379	1UYVS2482K2690906		53'	65000	XTRA	
2019	UTILITY	Q62380	1UYVS2482K2690907		53'	65000	XTRA	

Daylight Foods, Inc.

SOP # 04-20 Warehouse & Loading

First Approval: Oscar P	Second Approval:	Approval Date: 4/30/20
Revision Date: N/A	Effective Date:4/30/20	Supersedes: None

PURPOSE

To avoid/minimize cross contamination, product tampering, shorts and to have a safe and healthy product delivered to daylight customers.

SCOPE

This SOP applies to all Daylight Foods employees in shipping department.

PROCEDURE:

1. Pullers will pull the orders and will mark any substitutions' and/or shorts on the pick tickets
2. Once the pulling is completed pullers will request QC person for labels and notify of any shorts and substitutions
3. QC person/office staff will check the pick tickets and change or modify any substitutions in Thyme and print the labels
4. Puller will sticker the labels in presence of QC person
5. QC person/loader will mark the pick picket (double check) as the puller sticker the yellow labels.
6. QC person/Loader will sign the pic ticket acknowledging :
   - No shorts
   - Product is at good quality
7. Prior to loading the product in the truck:
   - Truck temperature is below 38 F & the reefer is working
   - Make sure the truck is clean & Free of dirt / debris or any off odors
   - Free of rodent or any pest infestation
   - In good physical condition
8. Do not load the truck with any potentially contaminating products
9. QC person/loader will load the pallet and mark the manifest.
10. All the signed pick tickets will be stapled together with manifest and short report for that route.

11. Once loading is lock the truck and give the keys to Dispatchers.

DAYLIGHT FOODS

Oakland USD /RFP #20-02 Fresh Produce

SAFETY RECORDS & CONTROLS

Food Safety & Security Programs

Daylight Foods takes pride in providing safe and fresh product to all our customer base and assuring that our customers are safe from outside intervention or adulteration in the products that we provide. Daylight Foods has implemented rigorous measures in our warehouse from the point of receiving to the final destination of delivery. Please see our attached:

a. Food Safety/GMP Policy
b. Food Defense and Security Program
c. Vendor Approval & Monitoring / Vendor Analysis Form
d. Supplier Evaluation Form
e. Infectious Disease Preparedness & Response Plan

HACCP Plan

Our HACCP Program was developed by our Director of Quality Assurance who has over 10 years of experience managing food safety programs. Our HACCP system consists of a risk-based hazard analysis with preventative controls which ensures that our products passing through our warehouse are safe to consume. We check temperature, product integrity and certificates of analysis (microbial testing) on sensitive items such as sprouts when all product is received. Daylight Foods takes food safety very seriously and is unique in our operation of an in-house microbial testing lab. We conduct sampling and testing of all lots of romaine, and other high-risk items upon receiving to ensure safety. Lastly, we have a strict vendor qualification program prior to receiving any products into our warehouse and our customer's facilities that helps us partner only with suppliers who have demonstrated food safety compliance. Please see our attached:

a. HACCP Food Safety Program/With Organization Chart
b. HACCP Certifications
c. Bio for Suheb Mohammed PHD, Daylight Foods in house Laboratory and QA Director

Product Recall Procedures & Pest Control Programs

Our recall team consists of 15 members from all departments of Daylight which includes receiving to shipping. We have a fully developed and tested recall plan which ensures our ability to trace product from a grower's field to end consumer. In the case of a recall in which a supplier of Daylight Foods is involved, the School Customer Care Team will immediately notify the Director of Student Nutrition by email. If we do not receive a response, we will try to contact the Director by phone. Under no circumstances will product of unknown or questionable safety be shipped to your district and a substitution will always be automatically

made if we do not hear back from the Director. Please see attached documents that describe our recall procedures in detail. In addition, we have attached a copy of our Pest Control Contract.

a. Product Recall/Traceback Procedure
b. Mock Recall Summary Form
c. Example of Outbreak Email
d. Pest Control Service Contract

Food Safety Audits and Inspections

At Daylight Foods, our primary focus is on food safety. Our FDA registered facility is regularly inspected by USDA, FDA, and CDPH. We are GFSI Certified by Primus Labs with an IS02200 & PCQI Team. In addition, we currently have GAP Reports, FSMA and Audit Files on all our Suppliers, these records are available upon request. Please see our attached documents

a. PGFS – Certificates from Primus Labs
b. CDPH - Processed Food Registration
c. CDPH - Processed Registration
d. FDA – Food Facility Registration
e. USDA – PACA License

Daylight Foods, Inc.
Food Safety / cGMP Policies

First Approval: Yona Netha	**Second Approval:**	**Approval Date: 7/15/14**
Revision Date: N/A	Effective Date: 7/15/14	Supersedes: GMP Dated 12/17/11

1) Employee Illness program /Disease control:

- Employees with any signs of contagious infections shall not be allowed to work.
- Any illness shall be reported to the supervisor prior to reporting to work.
    - Hepatitis A
    - E. coli O157:H7
    - Shigella
    - Salmonella
    - Norovirus
    - Listeria Monocytogenes
- Illnesses include diarrhea, fever, sore throat, flu, cough & cold, and any type of infectious or contagious diseases that may spread through contact are not allowed to handle fresh produce.
- Persons with open or infected cuts or wounds on their hands or face shall not be allowed to work. If a wound is completely covered with a bandage and with gloves worn on top, the employee can work at the discretion of the supervisor.
- Need doctors note to return to work.
- Employees must seek prompt first aid treatment for cuts, Abrasions and other injuries.
    - **First aid supplies are located at**
    - Processing entrance
    - Zone 70
    - Employee entrance
    - Copier room

2) Work Attire/ Clothing

- All employees are required to wear clean clothing when reporting to work.
- All visitors are required to wear clean clothing when visiting Daylight Foods.
- Torn clothing is not acceptable.

- Clothing that has spangles, bead work or Rhinestones sewn into it are not acceptable.

3) Aprons

- Production and Re-Pack employees must wear aprons supplied by the company at all times in the work area
- Employees must not take aprons into restrooms or break areas.
- Employees must remove their aprons and place them in the designated area prior to using the restrooms or leaving for a break.
- Aprons must be worn in the warehouse and production areas only.

4) Boots

- Employees who work in the Processing areas must wear slip resistant boots.
- Employees who work in Warehouse must wear steel toe boots.
- Employees and Visitors shall wear close toe and close heel shoes or boots when entering warehouse and production area.

5) Hair Net & Beard Net

- Employees, visitors and contractors are required to wear hairnets while entering the warehouse and/or Production Areas.
- Hairnet must be worn at all times when working in the warehouse or production area.
- Hairnets should be removed before entering bathrooms, exiting warehouse and office building.
- Moustaches shall be kept trimmed.
- Beard nets must be worn by all employees or Visitors with facial hair fall below the lip line.

6) Gloves:

- Employees are required to wear disposable gloves when working in the production area and in the repack areas.

- Employees are required to wear gloves when checking the product and handling raw or processed product.
- Employees are required to change gloves as often as necessary to prevent any cross contamination of the product.
- Before putting on a new pair of gloves hands must be washed and sanitized

7) Watch

- Employees and Visitors are prohibited from wearing watches inside the Warehouse and Production areas.

8) Jewelry and Jewelry type objects

- No Jewelry is allowed inside the warehouse and Production areas
- Only a plain wedding band is allowed
- Body piercing objects are not allowed.

9) Nails

- Finger nails shall be kept clean and trimmed at all times.
- Employees with finger nail polish or artificial fingernails (less than ½") must wear gloves.

10) Pets / Animals

- No Pets / Animals are allowed inside the facility.

11) Visitors

- All Visitors and Children, when visiting or touring the facility should always be accompanied by Daylight Foods senior management.

12) Eating, Drinking & Smoking

- Eating, drinking, smoking, chewing gum, tooth picks or tobacco chewing are not allowed inside the warehouse and production areas
- Employee food and drinks shall be stored in the break room ONLY. None of these items can be stored in these areas overnight.
- Smoke only in designated areas.

13) Spitting

- No spitting is allowed inside the facility.

14) Personal Belongings

- Personal belonging like purses, bags, clothing etc. shall be stored in designated areas ONLY

15) Cell Phone

- Daylight Foods hourly employees shall not carry cell phones in their pockets.

Note: Management Enforcement/Supervision:

- Department Managers will be responsible to enforce these policies. Employees who fail to comply with the above set procedures shall be warned and repeat offenders shall be liable for termination.
- Quality Assurance manager reserves the right to take action on erring employees.
- All employees shall be trained Bi-Annually and new hires shall be trained at the time of their orientation.
- Employee training records shall include a signed statement indicating they understand these procedures and promise to abide by them.

Daylight Foods, Inc.
Food Safety / cGMP Policies

First Approval: Yona Netha	**Second Approval:**	**Approval Date: 7/15/14**
Revision Date: N/A	Effective Date: 7/15/14	Supersedes: GMP Dated 12/17/11

Repack, warehouse and processing supervisors shall complete a daily GMP Checklist to verify the same. Quality Assurance manager shall review the checklist on a daily basis.

Daylight Foods, Inc.

SOP # 01-12 Food Defense and Security Program

First Approval: Yona	Second Approval: Manjula	Approval Date: 6/8/18
Revision Date: 6/7/18	Effective Date: 6/8/18	Supersedes: SOP Dated 5/21/14

Purpose: To prevent adulteration of food products stored or manufactured in the warehouse

Person in Charge: Operations Manager/Food defense Team

Reports to: General Manager

Daylight Foods has registered with the FDA (Bioterrorism Act of 2002) and the management is committed to provide safe products to its customers and to prevent deliberate or accidental adulteration of food products manufactured or handled at the facility.

1. Perimeter of the facility is secured by fencing and all entrance doors into the warehouse are secured with electronic access only.
2. 24 x 7 camera surveillance is available in and around the facility including the shipping yard.
3. All the entrance and exit doors are secured and alarmed
4. Employees shall be issued electronic access cards on the day of orientation
5. A minimum level of background checks has been established for all employees at the time of hiring
6. Employees will be admitted into the warehouse with electronic access cards only
7. Employees can be identified with their smocks
8. Daylight smocks or uniforms & access cards shall be recovered prior to termination of employment
9. Visitors are required to check in at the front office and a visitors log is set up to note the visitors name, date; purpose of visit and time of arrival and departure
10. Visitors are issued visitor badges to be easily identified
11. Visitors are prohibited from production, packing/storage areas unless accompanied by an employee
12. Parking lot has a designated visitor parking for monitoring purposes
13. Employee personal items or belongings shall not be allowed into the warehouse

Daylight Foods, Inc.

SOP # 01-12 Food Defense and Security Program

First Approval: Yona	Second Approval: Manjula	Approval Date: 6/8/18
Revision Date: 6/7/18	Effective Date: 6/8/18	Supersedes: SOP Dated 5/21/14

14. Night locks shall be placed on empty trailers parked overnight in the yard
15. Truck trailers shall be locked by the driver after loading is completed and after each stop in course of the route. This should be documented on outbound load checklist and driver's manifest
16. As the operations are 24 hours and 6 days a week - Weekly security checklists are used to verify the security of doors, fences, and other points of entry
17. All entrance doors are locked and electronic access to card holders is also denied one day in a week
18. All keys to the facility are accounted for and secured in the lockers
19. Inbound and Outbound loads shall be checked for quality, tampering or product deterioration or adulteration before accepting or shipping loads. Each load should be checked and documented on the inbound/outbound load checklists
20. Employees shall be trained on all the above mentioned policies and food security and defense program periodically (Annually) or as needed.

Any questionable acts or activities noted by any employee shall be brought to the notice of the plant general manager immediately. Employees that do not comply with the company's food security program shall be liable for termination.

DAYLIGHT FOODS

Vendor Analysis

Since Quality Assurance approval is necessary before a vendor is approved, it is to your benefit to return this form as soon as possible.

Date _____

Supplier/Vendor Name _____

Address of Supplier/Vendor _____

_____

_____

President/Owner(s) _____

Main Phone No. _____

Main Fax No. _____

Accounting

Accounting Supervisor _____

AR Contct _____

AR Email Address _____

AR Phone No. _____

AR Fax No. _____

Net Terms Pay _____

Check Remittance Address

_____

_____

Warehouse Manager _____

Warehouse Phone No. _____

General Manager _____

General Manager Phone No. _____

Food Safety

Director of Food Safety _____

Email _____

Telephone No. _____

Fax No. _____

Technical Information / Quality Evaluation Questionnaire

Facility Registration Number: _____

Third Party Audit

List all Third Party Certificate for all Facilities

_____

_____

_____

Date Score of last audit _____

***Must attach current Food Safety Certificates for all facilities, to be approved**

Please check if the following are implemented

Quality Manual covering Quality Policy, Quality Objectives and SOPs

Yes ☐ No ☐

Food Security Policy

Yes ☐ No ☐

Recall Policy

Yes ☐ No ☐

Product Traceability

Yes ☐ No ☐

Preventive Maintenance Program

Yes ☐ No ☐

Sanitation Program

Yes ☐ No ☐

Employee training program specific to good manufacturing practices (GMPs) & personal hygiene

Yes ☐ No ☐

DAYLIGHT FOODS

Supplier Quality Evaluation

Supplier / Vendor Name: _____ **Date Completed:** _____

Facility Address:
Physical Address Being Considered _____

Delivery Area: _____

Parent Company or Corporation: (If any) _____

Address: _____

All information containered herein shall be considered confidential.

Company Profile

(A) Supplier Name: _____

Physical Address: _____

Telephone Number: _____ **Fax Number:** _____

Warehouse Emergency Telephone Number: _____

Technical Contact Name: _____

Telephone: _____ **Fax Number:** _____
Email Address: _____

Sales Representative Contact Name: _____

Telephone: _____ **Fax Number:** _____
Email Address: _____

Product Recall / Withdrawal Contact Name: _____

Telephone: _____ Fax Number: _____
Email Address: _____

(B) Parent Company or Corporation Name: _____

Address: _____
_____
_____

Contact Name: _____

Telephone: _____ Fax Number: _____
Email Address: _____

Technical Information / Quality Evaluation Questionnaire

1) Facility Registration Number:

_____

2) Third Party Audit Agency *Approved Agencies :ASI, AIB, Silliker Labs, Cook & Thurber*

Date of Audit: _____
Score: _____
** Please attach a copy of the complete and current audit.*

3) Provide Temperature Ranges for storage: _____

FOOD SAFETY

4) The below food safety topics are required. Each program should be implemented to ensure a safe environment for food storage and distribution:

	IMPLEMENTED? YES	NO
a) Food Safety Committee	☐	☐
b) Receiving and Shipping Program	☐	☐
c) HACCP	☐	☐
d) Master Cleaning Schedule	☐	☐
e) GMP's	☐	☐
f) Pest Control Program	☐	☐
g) Chemical Control Program	☐	☐
h) Consumer Complaint Program	☐	☐
i) Recall Policy	☐	☐

5) Provide a copy of the HACCP program.

a) HACCP Flow chart with CCP's ___

6) Is there a documented recall/recovery program in place?

☐ Yes ☐ No

Provide a copy of the recall program.

7(a) Are mock recalls performed?

☐ Yes ☐ No

How Often? _____

8(a) Does your warehouse facility store and handle products containing the following allergens? (check all that apply)

☐	Dairy	☐	Peanuts	☐	Egg	☐	Wheat
☐	Shellfish	☐	Fish	☐	Soy	☐	Tree Nuts

Others: _____

8(b) If yes, is there a documented Allergen Control Program in Place?

☐ Yes ☐ No

SANITATION / PEST CONTROL

9) Is a Master Sanitation/Cleaning Schedule followed and documented?

☐ Yes ☐ No

10) Is there an employee sanitation or hygiene procedure? Are GMP's followed?

☐ Yes ☐ No

11(a) Is there a designated sanitation crew and/or employees?

☐ Yes ☐ No

12(b) Is there a training program for sanitation employees?

☐ Yes ☐ No

13) Are all chemicals (cleaning chemicals, pesticides, customers products) stored in a isolated, designated area?

☐ Yes ☐ No

14(a) Is there a documented Pest Control Program?

☐ Yes ☐ No

15(b) Describe the Pest Control Program. Please provide the Outside Pest Control Provider's company name.

_____
_____
_____
_____

QUALITY SYSTEMS

16) Attach a copy and/or describe the facilities GMP programs.

_____
_____
_____
_____
_____

17) Provide a copy and/or describe the method of controlling damaged, temperature abused or expired product.

_____
_____
_____
_____

18) Please describes the method of receiving and shipping for the below information:

18(a) Are Frozen or Chilled Products received on cold docks?

☐ Yes ☐ No

18(b) Method of temperature recording/documentation upon receipt:

_____
_____
_____

18(c) Method of shipping procedures, vehicle inspections, etc.

_____
_____
_____
_____

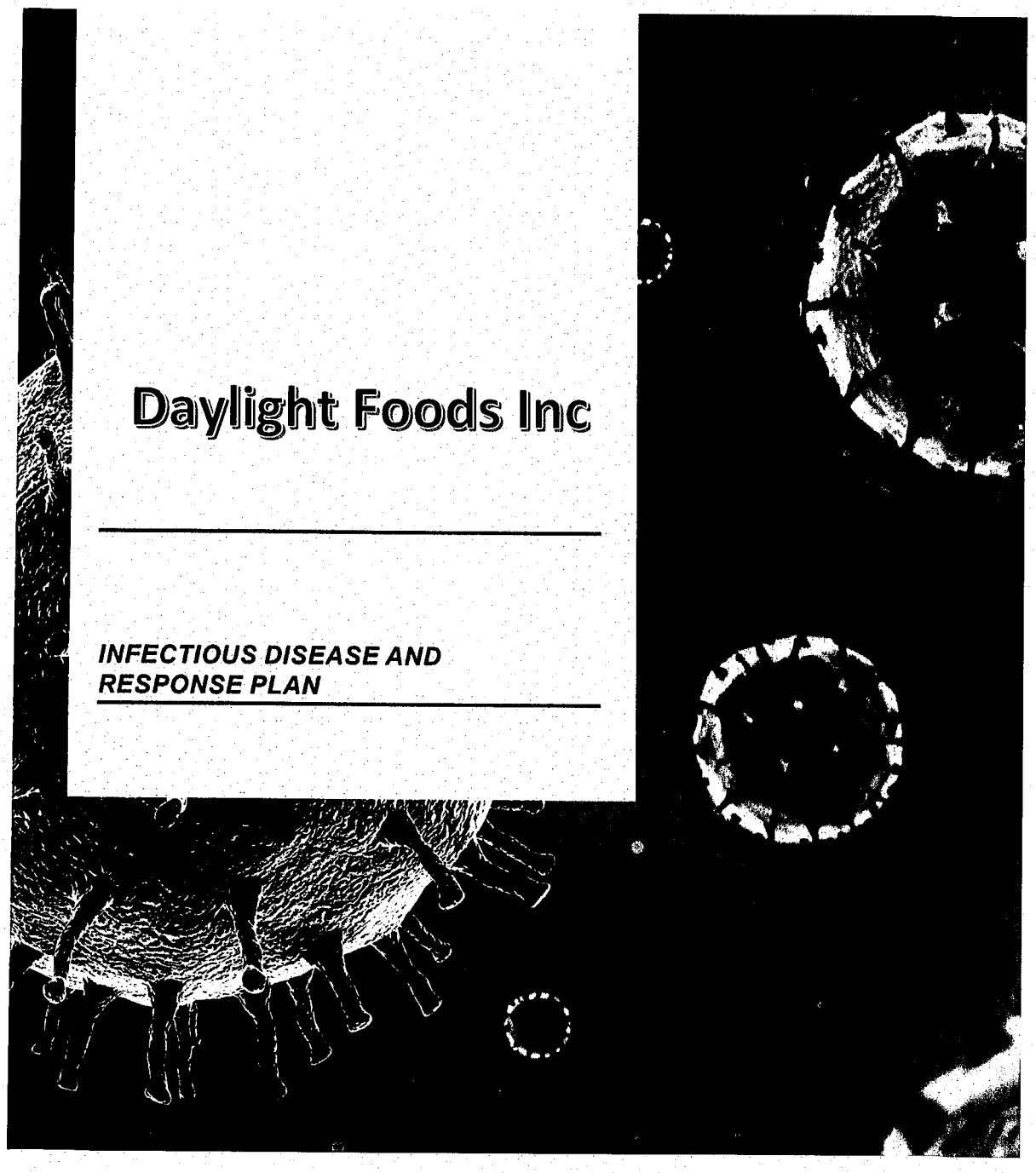
19) Required forms to submit with packet (check off):

- ☐ Entire 3rd Party Audit (from approved agency)
- ☐ HACCP flow chart with CCP Master Sheet
- ☐ Crisis Management Team along with emergency contact numbers
- ☐ Any other Quality or Food Safety Systems that you chose to submit rather than describe (GMP's, etc.)

DAYLIGHT FOODS

Daylight Foods Inc

30200 Whipple Road Union City CA 94587



DAYLIGHT FOODS

Daylight Foods Inc

30200 Whipple Road Union City CA 94587

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Daylight Foods Inc

30200 Whipple Road Union City CA 94587

1.OBJECTIVE

In order to help protect employee's health during the infectious disease outbreak of COVID-19 (SARS-CoV-2), Daylight Foods, Inc. has implemented this Infectious Disease and Response Plan. This plan shall be used in conjunction with all required OSHA programs and Daylight Foods safety program.

2. PROGRAM ADMINISTRATOR

Daylight Foods, Inc. has designated Swati Singh, HR Manager and Dr. Suheb Mohammed, QA Lead for the implementation and enforcement of the Infectious Disease and Response Plan. They are also responsible for:

a. Designating management and supervisory team members for assistance in overseeing compliance and enforcement of this plan; and

b. Maintaining, reviewing, and updating the plan when necessary.

3 WHAT IS COVID-19

COVID-19 is an infectious respiratory disease caused by the most recently discovered corona virus or SARS-CoV-2/COVID-19. This new virus and disease were unknown before the outbreak in Wuhan, China, in December 2019.

4 HOW COVID-19 SPREADS

COVID-19 can be spread asymptomatically from person to person through small droplets from the nose or mouth which are spread when an infected person coughs or sneezes. Droplets from an infected person can land on objects or surfaces, which can transfer the virus to others by people touching their eyes, nose, or mouths with unwashed hands. People may also contract the virus by breathing droplets that were released into the air by a cough or sneeze.

5 PANDEMIC RECOMMENDATIONS

Daylight Foods, Inc. will continue to monitor and implement procedures and recommendations as they are provided by local, state, and federal agencies such as the World Health Organization (WHO), the Centers for Disease Control (CDC), the Occupational Safety and Health Administration (OSHA) and the California Department of Public Health (CDPH).

6 RISK ASSESSMENT

Due to how easily this disease can spread from person-to-person, managers and supervisors will use the provided form found on Appendix 1 to perform a risk assessment for the work environment. This risk assessment will be kept in accordance with Daylight Foods, Inc. recordkeeping policies. Managers and supervisors will ensure that all applicable policies and procedures are in place and being followed in accordance with the risk level as determined by the risk assessment. Based on the employee exposure to COVID-19 the Daylight classifies the employees in to three risk categories.

7 SICK LEAVE

All employees will be encouraged or required to review Daylight Foods; Inc. sick leave policies as stated in the employee handbook. Employees will be encouraged to ask their human resources personnel, managers, or supervisors about any questions that they may have about the policy.
Employee will also be informed about Families First Coronavirus Response Act: Employee Paid Leave Rights. Policy document is posted in breakroom for reference

8 PROTECTING EMPLOYEES AND VISITORS FROM CONTRACTING COVID-19

8.1 Personal Hygiene and Health

Good hygiene and Health practices will be encouraged and promoted at all primary and off-site facility locations. The practices include:

a. Frequent and thorough handwashing with E2 antibacterial soap and water for a minimum of 20-seconds. If soap and water are not readily available, employees will be provided with hand sanitizer that contains at least 60% alcohol. Employees are required to wash or sanitize their hands as soon as they enter the workplace, after using restrooms, before taking meals, etc. Employees are encouraged to wash their hands frequently, if possible, every two hours.
b. Avoid touching the eyes, mouth, nose, and other areas of the face with unwashed hands. Total face touching should be avoided when possible.
c. Practicing respiratory etiquette by covering coughs and sneezes. Coughs and sneezes should with be covered by a tissue, which is thrown away after each use, or into the elbow. Employees will be encouraged to either wash or sanitize their hands after coughing or sneezing.
d. Recommending that employees get the proper amount of rest and exercise.
e. Encouraging employees to stay up to date on all required and optional vaccinations.
f. Encourage employees to delay any unnecessary travel/International travels.

8.2 Personal Items and Work Items

a. Employees will be discouraged from the sharing of personal items with co-workers. Personal items may include dishes, cups, utensils, towels, etc. Additionally, employees will be discouraged from using other employee's phones, employee locker in dine area, desks, work tools, and equipment.
b. Employees are required to sanitize or clean shared work tools, e.g.- knife, baskets, bags etc.

8.3 Social Distancing and Face Covering

a. Where it is feasible/ work stations, social distancing of 6 feet will be encouraged or required for all employees and visitors. Employees were encouraged to follow physical distancing within and outside the Daylight Facility.

b. Meetings will be conducted in well-ventilated rooms or areas or take place outdoors with a distance of 6 feet being maintained between all attendees.
c. Employees will be encouraged or required to use an alternative to handshaking.
d. Employees were required to cover their mouth and nose. a "Face Covering" means a covering made of cloth, fabric, or other soft or non-permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. Contact your supervisor if you are in need of mask.
e. Mandatorily usage of mask before entering the facility, during operations and at work stations.

8.4 Housekeeping

Depending on the location, normal cleaning and sanitizing of objects and surfaces may be required to be completed more frequently. Objects and surfaces will be cleaned with soap and water prior to disinfection, as recommended by the Centers for Disease Control (CDC). For disinfection, employees will use either a diluted household bleach solution, alcohol solutions with at least 70% alcohol, or a common Environmental Protection Agency (EPA)-registered disinfectant. Cleaning staff will be provided with the appropriate personal protective equipment for the product they are using. Refills the paper towels, soap and sanitizers frequently on daily basis.

8.5 Employee and Visitors Temperature Check

Because the CDC and state/local health authorities have acknowledged community spread of COVID-19 and issued attendant precautions as of March 2020, Daylight Foods will measure employees' body temperature. As with all medical information, the fact that an employee had a fever or other symptoms would be subject to ADA confidentiality requirements.

a. Temperature check will be done at the beginning of the shift or at employee entrance. Physical distance should be required while waiting in line to check.
b. Employees showing higher temperatures (fever is 100.4°F/38°C or higher) will be sent home.

9 EMPLOYEES WHO MAY BE EXPERIENCING SYMPTOMS

Employees who may be experiencing symptoms or are sick shall be encouraged to do the following:

a. Contact their immediate manager or supervisor and let them know what symptoms they are experiencing.
b. Seek medical advice or evaluation from their healthcare provider.
c. Report any positive test results for COVID-19 to their manager or supervisor.
d. Complete all recommended self-quarantines as recommended by the CDPH and Centers for Disease Control.
e. Not return to work until they have fully recovered from the illness or have received a negative result from any required COVID-19 testing health providers.

10 MANAGERS AND SUPERVISORS

Managers and supervisors will be responsible for the following:

a. Encouraging or requiring sick employees to stay home in accordance with Daylight Foods, Inc. employee handbook and/or health policies.
b. Informing only to HR about any employees who have tested positive for COVID-19.
c. Monitoring all employees on the worksite for signs or symptoms of illness.
d. Isolating employees showing symptoms of illness away from other employees. Isolation of employees shall be done in accordance with Daylight Foods, Inc. policies and procedures.
e. Training and monitoring all employees on following the infectious disease prevention program.
f. Encourage remote/telework as much possible.

11 INFORMING PARTNERS-Employees, Customers, Service Providers, Vendors & Visitors

All partners will be notified of the following:

a. Steps Daylight Foods, Inc. is taking to minimize the chances of both employee and guest exposure to COVID-19.
b. Steps Daylight Foods, Inc. is taking to ensure the continuity of work during the COVID-19 pandemic.
c. Any positive COVID-19 testing in accordance with applicable local, state, and federal laws. This will include the date that the employee was either at the primary facility or off-site location and the location the employee was working.
d. Daily updates on status of employees who tested positive including testing results confirming or denying the infection in accordance with all applicable local, state, and federal laws.
e. Steps that will be taken to isolate employees showing symptoms of illness.

11.2 Employees

Employees will be notified of any recommendations, changes, or positive test of COVID-19 in accordance with Daylight Foods, Inc. notification policy.

12 TRAINING

All employees will receive training on the following in relation to COVID-19:
Preventative measures/ sick leave policies;

a. What COVID-19 is, how it is spread, and the symptoms associated with the disease;
b. Reporting policies and procedures;
c. How employees can minimize their chances of catching COVID-19; Preventative measures

d. Acceptable practices for social distancing while working;
e. Employees' personal responsibilities for their own health and hygiene in the workplace; and
f. How to prevent the spread of pandemics and other diseases in the workplace

13 DISCIPLINE POLICY:

California State law requires a "system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action."
The law requires provision of workplaces free of safety and health hazards, and requires employees to comply with established Safety Rules. This includes complying with all safety rules and using any and all personal protective equipment provided. This system of ensuring compliance starts with that policy, and relies on good management practices. Discipline is a last resort.

DAYLIGHT FOODS

Daylight Foods Inc

30200 Whipple Road Union City CA 94587

13.APPENDIX 1 – RISK ASSESSMENT

Exposure Risk: VH= Very High, H=High, M= Medium, LR=Lower Risk

Work Activity	Location	Exposure Risk Level
Dispatcher- Routing, checking Drivers in, communicating with Drivers, CSR	Tree House	LR
Route Drivers- Checking In, Delivering to various customers	Multi Location-Loading dock	M-LR
Home Delivery Drivers- curbside drops	Multi Location-Loading dock	LR
Run Out Drivers- Delivering shorts to customers	Multi Location-Loading dock	LR
Receiving, rotation, QA/QC, Inventory management	Warehouse	LR
Order Pullers- Pull orders from shelves, use pallet jacks,	Warehouse	LR
Repacks- Repack the items in boxes or in bundles	Warehouse	LR
Processing Staff- Cutting, peeling and chopping produce	Production Room	LR
Janitorial- Cleaning the facility, stocking sanitizer, soap and other utilities.	Office & warehouse	LR
CSR- Taking orders from phone, preparing reports	Office	LR
HR- Hiring, onboarding and maintaining employee information and trainings.	Office	LR
Accounting- Payroll, AP, AR	Office	LR
Buyers- buying products, reports.	Office	LR

Exposure risk is based on the Occupational Risk Pyramid for COVID-19 as provided by OSHA in the Guidance on preparing Workplaces for COVID-19.

Manager/Supervisor Signature: _____

Date:_____

Very High Exposure Risk

Very high exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19 during specific medical, postmortem, or laboratory procedures. Workers in this category include:

- Healthcare workers (e.g., doctors, nurses, dentists, paramedics, emergency medical technicians) performing aerosol-generating procedures (e.g., intubation, cough induction procedures, bronchoscopies, some dental procedures and exams, or invasive specimen collection) on known or suspected COVID-19 patients.
- Healthcare or laboratory personnel collecting or handling specimens from known or suspected COVID-19 patients (e.g., manipulating cultures from known or suspected COVID-19 patients).
- Morgue workers performing autopsies, which generally involve aerosol-generating procedures, on the bodies of people who are known to have, or suspected of having, COVID-19 at the time of their death.

High Exposure Risk

High exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19. Workers in this category include:

- Healthcare delivery and support staff (e.g., doctors, nurses, and other hospital staff who must enter patients' rooms) exposed to known or suspected COVID-19 patients. (Note: when such workers perform aerosol-generating procedures, their exposure risk level becomes very high).
- Medical transport workers (e.g., ambulance vehicle operators) moving known or suspected COVID-19 patients in enclosed vehicles.
- Mortuary workers involved in preparing (e.g., for burial or cremation) the bodies of people who are known to have, or suspected of having, COVID-19 at the time of their death.

Medium Exposure Risk

Medium exposure risk jobs include those that require frequent and/or close contact with (i.e., within 6 feet of) people who may be infected with COVID-19, but who are not known or suspected COVID-19 patients.

In areas without ongoing community transmission, workers in this risk group may have frequent contact with travelers who may return from international locations with widespread COVID-19 transmission.

In areas where there is ongoing community transmission, workers in this category may have contact with the general public (e.g., in schools, high-population-density work environments, and some high-volume retail settings).

Low Exposure Risk (Caution)

Lower exposure risk (caution) jobs are those that do not require contact with people known to be, or suspected of being, infected with COVID-19 nor frequent close contact with (i.e. within 6 feet of) the general public. Workers in this category have minimal occupational contact with the public and other coworkers.

DAYLIGHT FOODS

DAYLIGHT FOODS, INC.

FOOD SAFETY HACCP

At Daylight Foods, our primary focus is on Food safety. Our goal is to procure, hold, process and distribute safe food products to our customers. Daylight Management is committed to enforce a HACCP plan as an extension to the existing food safety program in the best interest of its business and the customers in general.

HACCP team meetings will be conducted on a monthly basis and issues related to the progress, problems and improvements in our HACCP implementation will be discussed and documented accordingly.

Team responsibilities:

HACCP Coordinator: Conducts HACCP awareness trainings and is responsible for enforcing the HACCP plan on a daily basis. Overseas operations and documentation from a food safety standpoint, and coordinates with the HACCP team. Implements food safety policies, maintains documentation and conducts training.

Purchasing: Buyer's will purchase products from approved vendors to ensure safe product enters the facility and will report any deviations to the management. Buyer's will procure Certificates of analysis from the vendors and will have them on file to be in compliant with the HACCP Plan.

Receiving manager: Responsible for all inspections on the incoming product, trailers etc. This includes maintaining all required documentation. Any deviations in the procedures laid out for sanitation or temperature requirements on the product or trailers shall be rejected and documented accordingly. Responsible for placing the product in designated slots according to Lot codes.

Quality control/ Repack manager: Will perform Quality checks, Product rotation, in addition to implementing the FIFO policy. Responsible for continuous and accurate recording and documentation of temperatures within the coolers to ensure product quality.

Processing Manager: Responsible for quality check on the incoming product for processing. Also performs monitoring and documentation on the Control points and CCP's. Oversees operations, in the processing room to be in compliance with the company's food safety and HACCP plan.

DAYLIGHT FOODS

DAYLIGHT FOODS, INC.

FOOD SAFETY HACCP

Night Crew/Loaders: Responsible for shipping out good quality product. Also maintains basic Food safety procedures while loading the product into the trucks. Records and documents coolers, and freezer temperatures at regular intervals. Trailer inspections; Outbound load checklists

Transportation:

Responsible for maintaining the transport trailers in sanitary conditions and also to see that the refrigeration is adequate for the product. All the products shipped will be maintained at proper temperatures until they reach the intended customer.

DAYLIGHT FOODS, INC

FOOD SAFETY PROGRAM - HACCP

BACKGROUND INFORMATION

Plant Description and Background

Daylight Foods, Inc. has conducted a hazard analysis to determine food safety hazards reasonably likely to occur in the warehousing process, at

1. Produce wash: Receiving raw produce may have microbial contamination, needs to be wash with Sodium Hypochlorite solution- Critical Control Point (CCP-1)
2. Metal Detection: Metal chips broken from machinery handling the food processing may cause physical contamination, each tray needs to be screened through metal detection- (CCP-2)

The above identified points are critical hazards and requires preventive measures to control those hazards. The HACCP plan developed on the processing steps implement chlorine wash and metal screening which covers each item procured and processed. A single HACCP plan encompasses multiple products within the produce category.

HACCP Team members:

Our HACCP Team members include people from all segments of operation and administration. They are:

Administration	Signature	Operations	Signature
Chris Vlahopouliotis	CEO	**Silvia Rodriguez**	Processing Manager
Paul Jennings	Vice President	**Manuel Ramirez**	Processing Manager
Suheb Mohammed (Coordinator)	HACCP Coordinator	**Karlie Samboa**	HACCP tech
Kosta Eleftheriadis	General Manager	**Carlos Mercer**	Processing Supervisor
Wilmar Ramirez	Warehouse Manager		
William Larios	Warehouse supervisor		

DAYLIGHT FOODS

DAYLIGHT FOODS, INC.

FOOD SAFETY HACCP

Team Members:

Chairman: Chris Vlahopouliotis

Co-chair: Paul Jennings

Sales Director: Christopher DArpino

HACCP Coordinator: Suheb M**ohammed**

Operations Manager: Kosta Eleftheriadis / Wilmar Ramirez/

Purchasing: Argiris Sepetis / Omar Moreno/ Oscar Lopez

Receiving: William Larios / Daniel / Cesareo Salinas

Quality control/Cooler Dept: Kosta Eleftheriadis / Cesareo Salinas/ Wilmar Ramirez

Processing: Silvia Rodriguez / Manuel Ramirez

Night Crew: Barry Allen / Tim Kouretas

Transportation/Customer Service: Lynette Notarte

DAYLIGHT FOODS, INC

FOOD SAFETY PROGRAM - HACCP

The following programs food safety program is implemented at Daylight Foods.

a) Effective Pest control program
b) Microbial testing (Environment and Finished Product)
c) Daily ATP testing & Weekly Environmental Testing
d) Potable Water Supply
e) Cleaning and Sanitizing procedures, including SSOP's
f) Employee training on Good Handling Practices (GMP)
g) Annual HACCP & Employee Hygiene Training

HACCP Program Review: HACCP program will be reviewed every six months

Company commitment:

Our commitment to high quality, healthful and nutritious products is paramount. All warehousing operations and packaging operations are closely monitored and meet or exceed GMP requirements. Our highly trained staff observes all Company, State and Federal food handling guidelines.

APPROVED BY_____ DATE_____

SCS Global Services does hereby declare that

Dr. Suheb Mohammed

Has completed

HACCP for Processors Training –
International HACCP Alliance (IHA) Approved

16 Hour Course with exam – covering the design and implementation of a Food Safety Management System including: prerequisites, GMPs, SOPs/SSOPs and HACCP plan development. FSMA's Preventative Control Rule requirements are also reviewed in comparison to HACCP.

Instructor: Rhiannon Woo
Date: November 12-13, 2019
Location: Emeryville, CA

RBarycki
Radojka Barycki
Technical Manager

SCSglobal SERVICES

2000 Powell Street, STE 600, Emeryville, CA 94608 USA

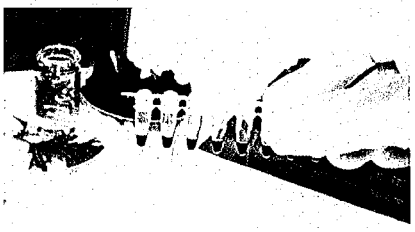
DAYLIGHT FOODS

Introducing On-Site Microbial Testing and Food Safety



At Daylight Foods, Inc. we strive to serve our customers the best when it comes to food safety. From farm to table, food safety is paramount at Daylight Foods. We are happy to announce **Dr. Suheb Mohammed** as our new in house Laboratory Director.

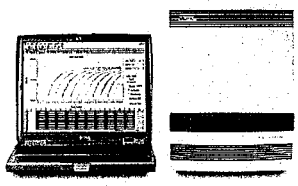
Dr. Suheb received his Master's degree in Agriculture & PhD in Molecular Genetics from Texas A&M University. His expertise of polymerase chain reaction (PCR) assays is used to screen most prominent pathogens that cause food borne illnesses. Daylight Foods will now introduce a test and release program for raw and or processed product samples in house for *E. coli O157:H7*, *Salmonella sp.*, and *Listeria sp.*



We are also happy to announce the development of our new microbiological lab fully equipped with Thermo Fisher Scientific systems to ensure rapid microbe detections. Our lab includes:

- Applied Biosystems® 7500 Real-Time PCR System
- Rapid Microbe Screening qPCR Machine

ThermoFisher SCIENTIFIC



With our new capability to find and measure minute levels of microbial contamination we continue to ensure the best food safety and highest quality for your customers.

DAYLIGHT FOODS

PRODUCT RECALL/TRACEBACK PROCEDURE

Definitions:

A **product recall** is the removal or correction from the channels of distribution and consumption of any product deemed to be potentially hazardous or defective.

A true recall of a food product occurs only when the product violates the law and is likely candidate for seizure, condemnation, or legal action by the government.

A food product may violate the law if it is "adulterated" or "misbranded".

Mock recall: It is an internal exercise to test company's ability to trace and recall product. Mock recall exercises should be scheduled on an annual basis (at least) using different scenarios to ensure mock recalls run smoothly

As an advance preparation for unexpected events (e.g. positive Listeria monocytogenes or salmonella sample, a food borne outbreak, natural disaster, product tampering or bomb threat) a Crisis Management team and an emergency management communication strategy shall be in place

Recall Classification categories:

There are three FDA recall classification categories:

Class I: There is **a reasonable probability** that consuming the product will cause death or serious health problems. (e.g. Listeria, Clostridium botulinum, E.coli O157;H7, Salmonella, undeclared allergens like peanuts)

Class II: There is a **remote probability** that consuming the product will cause serious health problems: products that could cause temporary or medically reversible health consequences.

Class III: Consuming the product is **not likely** to cause serious health problems. Adulterated or misbranded products that do not involve a health hazard would be given this classification.

The depth of recall is situation specific. There are **three depth levels**: Consumer or user level; retail level and wholesale level.

- A class I Recall shall be made to the consumer or user levels including retailers; food service suppliers; brokers or distributors
- A class II Recall shall be made at the retail level and or the food service supplier level; including any intermediate brokers or distributors
- A class III Recall shall be made at the retail or food service supplier level

DAYLIGHT FOODS

RECALL /TRACE BACK PROCEDURE:

NOTIFICATION:
The initial notification of a potential health hazard can come from a variety of sources including

- The FDA, State Health Departments,
- Daylight Foods, Inc customers or employees,
- Suppliers (Packaging, ingredients, raw materials etc.,

1. Regardless of the source, all food safety or health hazard inquiries should be routed immediately to the Trace back/product recall coordinator without exception

2. In those instances when the trace back/product recall coordinator is unavailable, the alternate trace back/product recall coordinator will assume responsibility for addressing the initial notification

FACTS AND DATA ACQUISITION:

Recall coordinator will ascertain available facts associated with the potential health hazard. Facts and related information include: Product type (name); Label; product codes (if any); type of defect or health effects; location(s) involved; Dates of production or distribution;

Purchasing department will verify and confirm with the supplier(s) whether any affected product was shipped to Daylight Foods. If the vendor confirms that recalled product was shipped to Daylight Foods crisis management team should assemble.

(If the potential health hazard is a physical or chemical rather than biological contamination i.e. pieces of glass, metal, wood, contamination with petroleum products or other chemical agents, the recall coordinator should attempt to get a sample of the physical hazard to assist the internal investigation)

ASSEMBLE TRACE BACK/PRODUCT RECALL TEAM:

Recall Coordinator will immediately review facts and notify top management of the potential health hazard.

Coordinator will assemble the crisis management team. He/she will inform them of the potential health hazard and to initiate the product trace and accumulate pertinent product purchases, cooling, processing, quality, shipping and sales information.

Coordinator will keep a log of all actions taken during the trace back/product recall.

It is understood that each representative on the crisis team will use all personnel and other resources available to them to carry out their responsibilities.

Product procurement manager will inform the crisis team regarding the affected PO # and the period of purchase.

All important documentation will be collected from purchases including invoices, PO's, BOL, Pick tickets, transfers and receiving tags

Trace back team will trace the product back from the origin to customer or from customer back to origin (as applicable).

An immediate hold will be place on all suspect products in Daylight Foods, Inc control by the warehouse manager on duty or his/her designate. Quantity of product on hold shall be noted on the incident report.

All important and necessary documentation shall be assembled by the recall coordinator and the other crisis team members.

Crisis team members representing purchasing; quality control; Sales department will consolidate the amounts purchased, sold and on hold.

If the product in question is a value added product (Processed) then raw product quality control documents, Lot #, receiving information, HACCP Verification logs (Produce wash concentration and metal detector calibration logs) and other process control documentation, finished product quality control logs shall be assembled and evaluated.

Recall coordinator will consider the need for external advice and services e.g. consultants, laboratories, lawyers, public relations/crisis management personnel etc.,

Trace Back Review:

Recall coordinator will reassemble the crisis team for a review which includes results of trace back, a summation of safety related documents. Team will discuss issues that include

- Should current product sales be halted
- Is a recall, market withdrawal or stock recovery warranted?
- If a recall is necessary, what classification and what is the appropriate depth of recall?
- If the FDA is not involved at this point, do they need to be notified?
- Should corporate insurance carrier be notified?
- What is the message Daylight Foods, Inc wishes to convey to the media, customers and employees?

DAYLIGHT FOODS

Communications with the media, customers and employees is always a critical issue during a food safety or potential health hazard situation.

It is important that the message be clear, concise and factual. It is equally important that the company uses a single spokesperson so that the message stays consistent

Company Executive shall be the designated spokesperson to the media.

Throughout the Recall process, Crisis Team will:

- Update relevant information pertaining to the trace back and recall
- Analyze incoming information and update the management of Daylight Foods, Inc
- Communicate with customers and Daylight Foods, Inc business partners regarding the recall activities
- Develop messages and strategy for dealing with public/media concerns
- Assist in product recovery/disposal activities
- Assist FDA or other appropriate public health agencies in the outbreak investigation

Once the product recall has been concluded and the product in question disposed off, the Recall team coordinator will prepare a report summarizing the events of the trace back and recall activities.

Sales and Customer service:

Based on the Purchase orders and date provided by the recall coordinator the customer service staff will contact all clients/customers who received the affected product(s).

Customer service representatives shall inform the customers of the recall effort in progress first by telephone and confirms by the facsimile transmission (or email) of a recall letter and follow up with telephone calls verifying the receipt of the recall letter

DAYLIGHT FOODS

Customer Contact Form

Telephone

Date: _____ Time: _____ a.m. /p.m.

Contact Name: _____

Title: _____

Company: _____

Subject: **Product Hold and/or Recall Notification via Telephone**

This is (Name of Customer service /Sales Interviewer) with Daylight Foods, Inc. I am calling to notify you that we are requesting that you isolate and hold (product name and description, including the code date). We are calling all of our customers that might have received (product name and code date). We currently believe that this product may represent a public health hazard. We believe the product [issued] (e.g. may have an illegal pesticide residue [Name], or may be contaminated with a pathogenic microorganism [Name (Listeria)] etc.). Please clearly mark the product as on hold and do not distribute this product under any circumstances. Daylight Foods, Inc will contact you within the next few days with further information regarding compensation for the product and whether to return the product to Daylight Foods, Inc or to an alternative site for disposal. If you will allow me, I have a few questions to ask you regarding this product hold and/or recall.

1. Did your firm receive shipments of the product being recalled (if the answer is **NO**, terminate the questioning and go to the closing statement).

   ☐ Yes ☐ No

2. Do you have any of the recalled products on hand? Please check you inventories before answering. This is very important.

   ☐ Yes ☐ No

3. How much product do you have in inventory?

   _____

DAYLIGHT FOODS

4. If the answer to question 2 is **NO**, please explain your intentions.

☐ Yes ☐ No

5. If the answer to question 4 is **NO**, please explain your intentions.

6. Have you received any reports of illness or injury related to this product? If the answer to question 6 is YES, please provide details.

☐ Yes ☐ No

Thank you for your cooperation in this matter. We will follow up this telephone conversation with a written notification and a Status Questionnaire. Please fill out the questionnaire and return it to Daylight Foods, Inc as soon as possible. Instructions are provided with the Questionnaire.
We will be back in touch with you as soon as possible with information regarding the disposition of the product. If you have any questions, please give us a call.

Name of Daylight Foods, Inc caller

_____

Recall Communication Letter

DAYLIGHT FOODS

Date _____

Customer Name

Title

Address

Attn: **Customer Name**

Daylight Foods, Inc, 660 Vista Way, Milpitas, California 95035, is voluntarily recalling (product name), (container size), etc. Daylight Foods, Inc produced (and or distributed) this product, which may be distributed under (manufacturer's) labels. Enclosed is a copy of the original customer invoice, listing the quantity of product shipped to you on (date), the yellow product label (code) _____ and the PO# _____ which is located on the package (box).

The voluntary recall is being initiated following the discovery of [issue] (e.g. detection of an unregistered pesticide, [Name] by our pesticide residue analysis-testing program/a potentially pathogenic microorganism, [Name] by our microbial sampling program) in our [Product Name and Description]. Our concern is that your company has received or may have received similarly contaminated product. Consumption of this product by consumers represents a potential health hazard.

Daylight Foods, Inc requests all its customers' (wholesalers and retailers) to hold and discontinue selling their existing stock of this product. Please contact Daylight Foods, Inc at telephone # (408) 284 7300 and ask for (Manjula Talari) for instructions regarding returning or destroying any remaining inventories of the recalled products you may have. If you have redistributed or sold this product to other retailers, please notify your clients as to the status of this product and who they may contact for further information at Daylight Foods, Inc.

Enclosed is a recall effectiveness questionnaire. We are requesting that you complete it promptly and return the questionnaire by fax transmission (408) 284 7307. If you have any questions regarding this request, please call (Manjula Talari) (408) 284 7300.

Thank you for your cooperation in this matter.

Sincerely,

(Name)

(Title)

Status Check Questionnaire

DAYLIGHT FOODS

E-mail or Fax Transmission

Date _____

To: Name, Title, and Company

From: Manjula Talari, Daylight Foods, Inc

Subject: Recall Effectiveness Check

FAX/E-mail: (408) 284 7307 manjula@daylightfoods.com

Daylight Foods, Inc

Product Recall

Please read each question, check the appropriate answer, and return immediately.

Date: _____

1. Did your firm receive notification that Daylight Foods, Inc is requesting a product hold and/or recalling its (product name and description) product?

   ☐ Yes ☐ No

2. Who contacted your firm and when:

   _____

3. Did your firm receive shipments of the product being placed on hold and/or recalled?

   ☐ Yes ☐ No

4. Do you now have any of the recalled products on hand? Please check your inventories before answering. This is very important.

   ☐ Yes ☐ No

5. If the answer to question 4 is **Yes**, do you intend to return the product to Daylight Foods, Inc is so requested?

   ☐ Yes ☐ No

6. If the answer to question 5 is **NO**, please explain your intentions.

   _____

DAYLIGHT FOODS

7. How much of this product do you currently have on hand?

_____

8. Have you distributed this product to any of your customers?

☐ Yes ☐ No

9. If the answer to question 8 is **Yes**, to whom (name, address, telephone) and how much?

_____

10. If the answer to question 7 is **Yes**, please provide details.

_____

11. Name and title of the person completing this questionnaire.

Return Immediately To:

Manjula Talari
Daylight Foods, Inc
660 Vista Way, Milpitas, CA 95035
FAX: 408.284.7307
E-mail: manjula@daylightfoods.com
Phone: 408.468.6043

Trace back/Product Recall Information Form

Date/time of notification or complaint: _____

Notification or complaint made by: _____

DAYLIGHT FOODS

Telephone number/fax/e-mail by: _____

Agency or Daylight Foods, Inc:

_____

Address:

_____

Product description/label:

_____

Date(s) of occurrence?

_____

Purchase Order/Invoice Number(s):

_____

Product Code(s) or Use by Date(s):

_____

Amount of product involved:

_____

Type of health hazard: _____ **Sample (physical/chemical)** _____

Number of people affected/condition?

_____

Location(s):

_____

Current status of Agency investigation:

_____

Are other products/grower/shippers involved?

_____

If so, what/who?

_____

Are food handlers or other cross contamination points considered?

_____

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Are other agencies/companies involved? Who?

_____

What action does the Agency/Company recommend?

_____

_____

Signature: _____

Trace back/Product Recall Action Log

Activity: ___ Trace back ___ Trace/Recall ____ Mock Recall ____ Mock Trace back

Date: _____ **Time of Notification/Initiation:** _____

Summary of Situation:

DAYLIGHT FOODS

Product(s): _____ **Code(s):** _____

Date	Time	Who	Action Taken

Signature: _____

Trace/Recall Program Product Recall Inventory Log							
Customer	**Product(s)**	**Ship Dates**	**Product Code(s)**	**Invoice Numbers**	**Total Boxes Shipped**	**Total Boxes Received**	**Total Boxes On Hold**

DAYLIGHT FOODS

Total							

Mock Recall Summary Form

Mock Recall Initiation Date: _____ Start Time: _____ Finish Time: _____

Product(s) Involved:

_____

DAYLIGHT FOODS

Shipping Product Code(s) that started the issue:

_____

Class of Recall:

_____

Personnel Involved:

_____

Mock Scenario Description (include cause for the mock recall and where the mock recall originated):

_____

_____

Results

Time taken to discover where the affected product might have been sent: _____

Product Shipping Consolidation	Result Comments:
Amount of product shipped	
Amount of product still in inventory	
Amount of product produced	
Amount of product not accounted for	
Where relevant, culls and byproducts sent for further processing into human food and animal feed might need accounting for.	

Lessons learned from the Mock Recall:

1) **Attach to the mock recall, copies of records that prove the trace or trace forward from the given scenario or actual event information leading to which customers and/or suppliers are involved (depending on scenario).**
2) **Ensure that all key documents used in a mock recall state "Mock Recall" on them, so that no party ever considers these to be documents for real recall.**
3) **Do not call customers or suppliers when carrying out mock recall unless they have offered this service. Usually take the mock recall as far as proving that the contact details are on file**
4) **Choose mock scenarios that are realistic, challenging and vary the mock scenario so that over time the range of products, sources and issues covered test the system in as many ways as possible.**

DAYLIGHT FOODS

Mock Recall Summary Form

Mock Recall Initiation Date: 7/7/17 **Start Time:** 9:15am **Finish Time:** 9:25am

Product(s) Involved: Celery 30ct

Shipping Product Code(s) that started the issue: CEL30

Class of Recall: Class 1

Personnel Involved: Quality Assurance/QC Manager/Purchasing Manager/CSR/Controller

Mock Scenario Description (include cause for the mock recall and where the mock recall originated):

Celery 30ct pack size distributed by Durant Distributing to Daylight Foods on 7/01/17 with PO # 377717 tested positive for Listeria Monocytogenes during a routine testing conducted by the vendor.

Date of issue of Recall: 7/7/2017

Results:

Time taken to discover where the affected product might have been sent: Less than 10 minutes

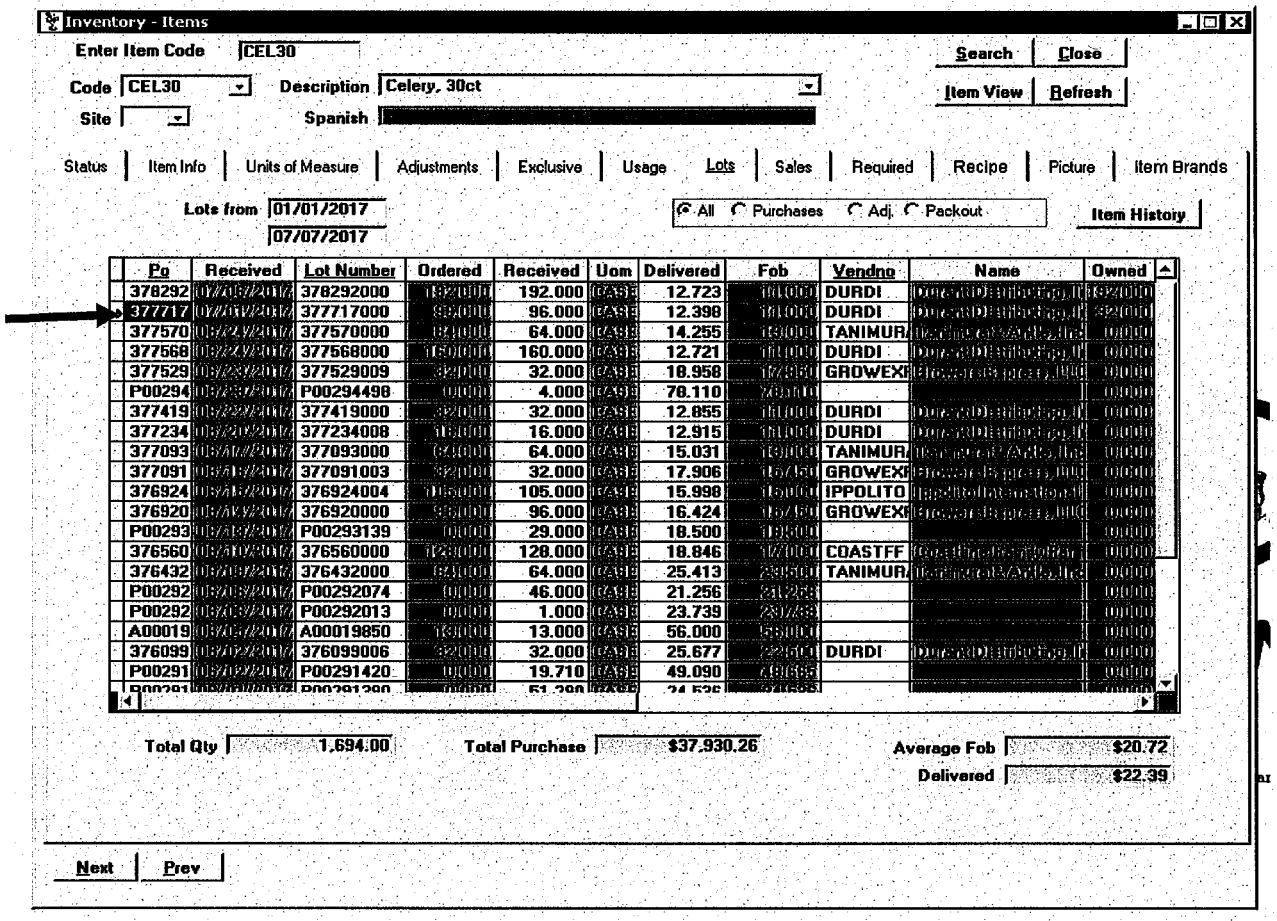
Product Shipping Consolidation	Result Comments:
Amount of product Received	96 cases
Amount of product shipped	20+3.75=23.75 cases
Amount of product still in inventory	72.25 cases
Amount of product produced	ZERO
Amount of product not accounted for	None
Where relevant, culls and byproducts sent for further processing into human food and animal feed might need accounting for.	None

Lessons learned from the Mock Recall:

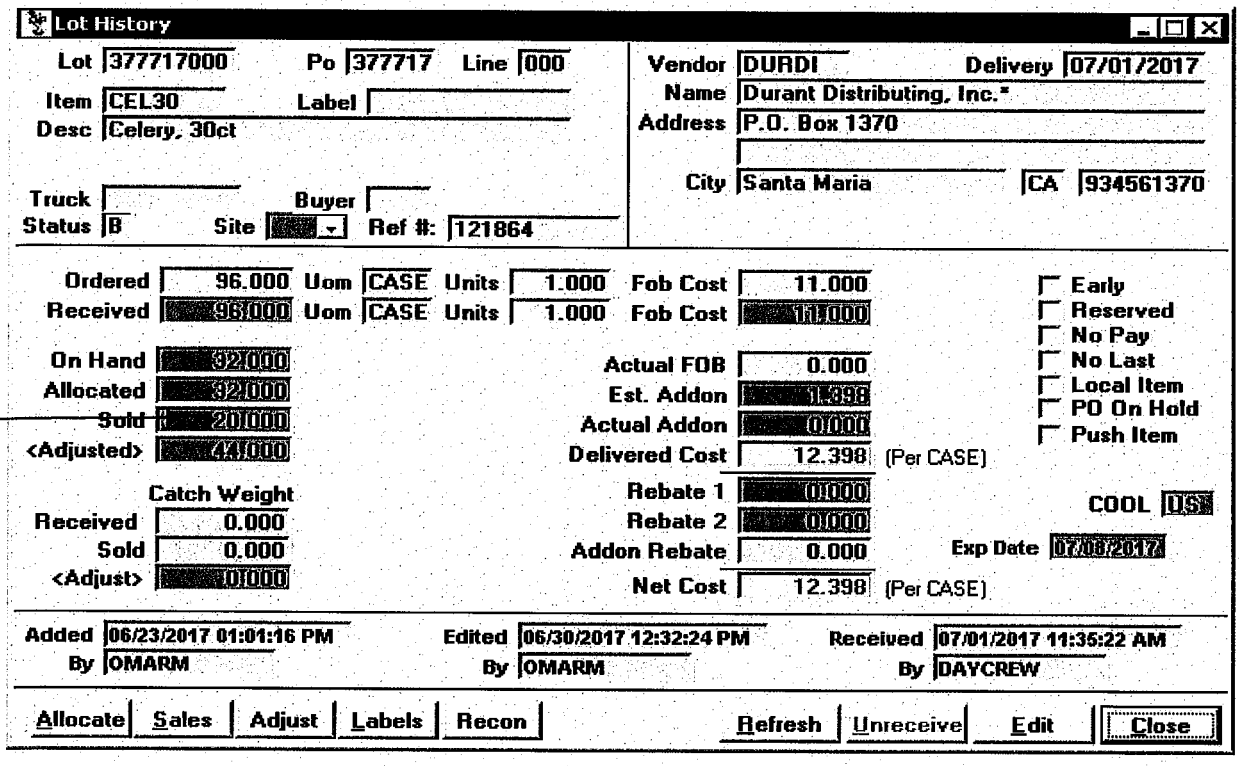
Product allocated in sales from the affected lot can be quickly identified and placed on hold in the system also.

When accounting for total sales Adjustment tab pack outs also need to be evaluated to capture total sales and on hand inventory from the lot in question.

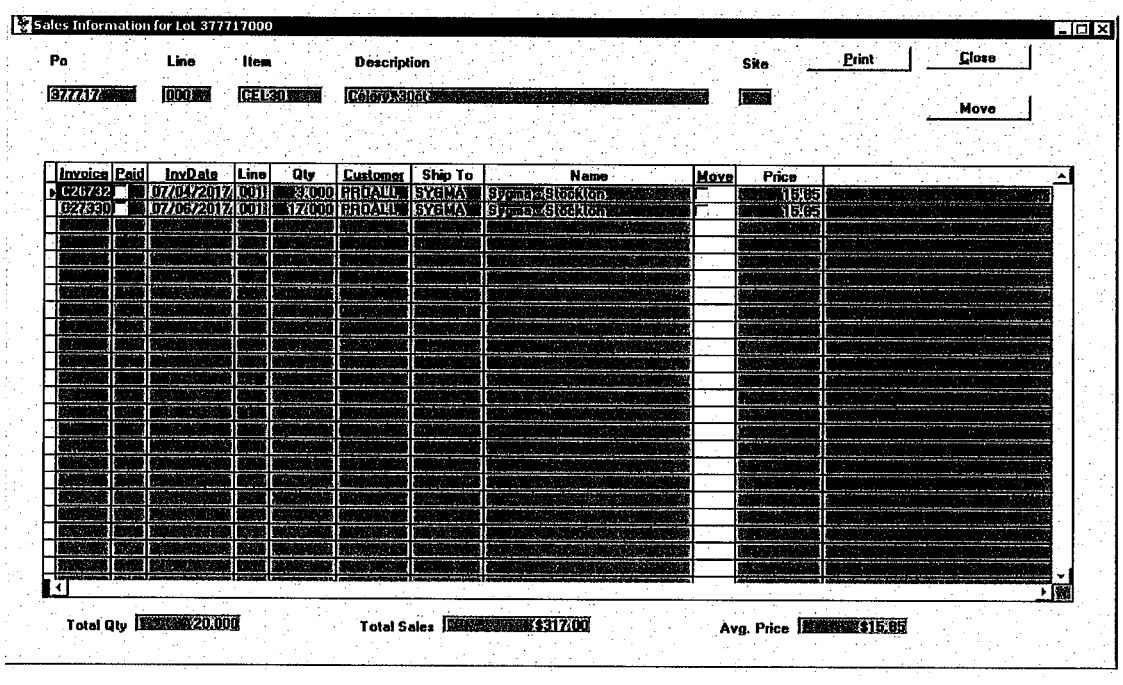
Step: 1 Affected lot is identified based on the date the product was made along with the item code CEL30



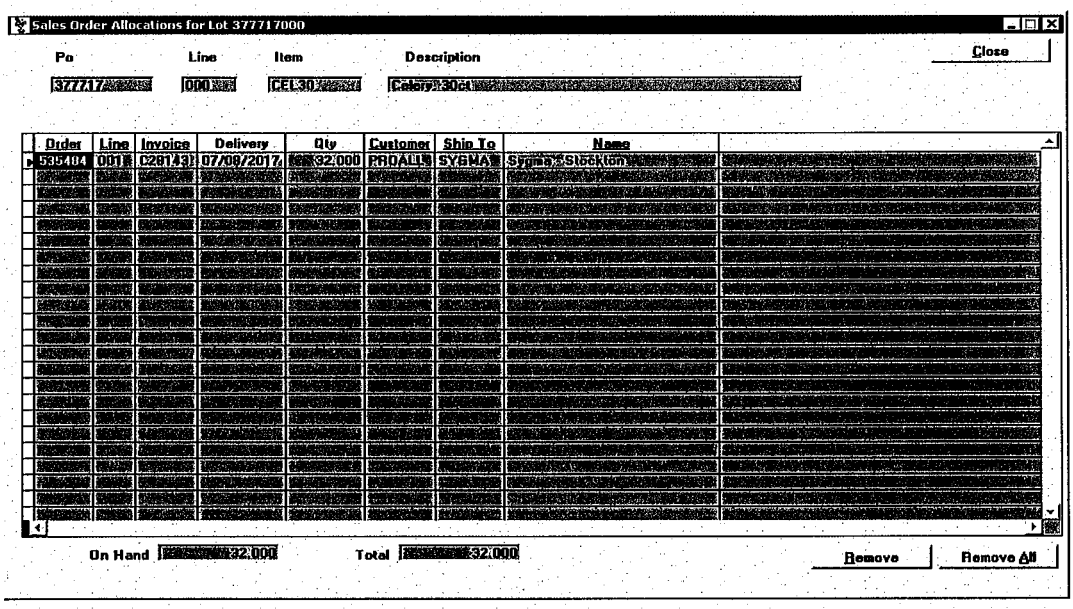
Step 2: When lot number is double clicked it leads to the lot detail screen. This screen provides information about ordered vs received quantities, on hand quantity, quantity sold and allocated.



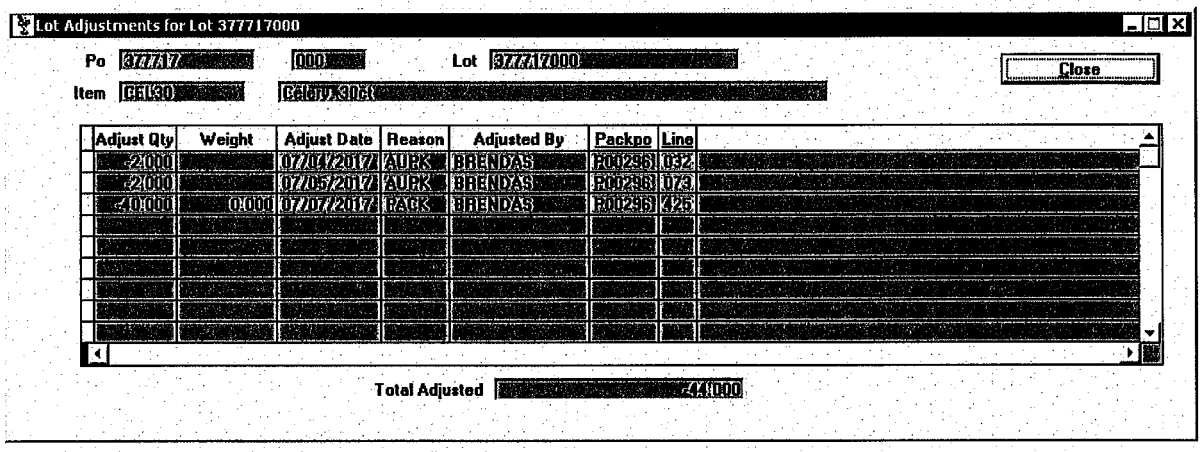
Step 3: When sold tab field is double clicked it gives details of customers that received the product along with invoice numbers, ship dates and quantities.

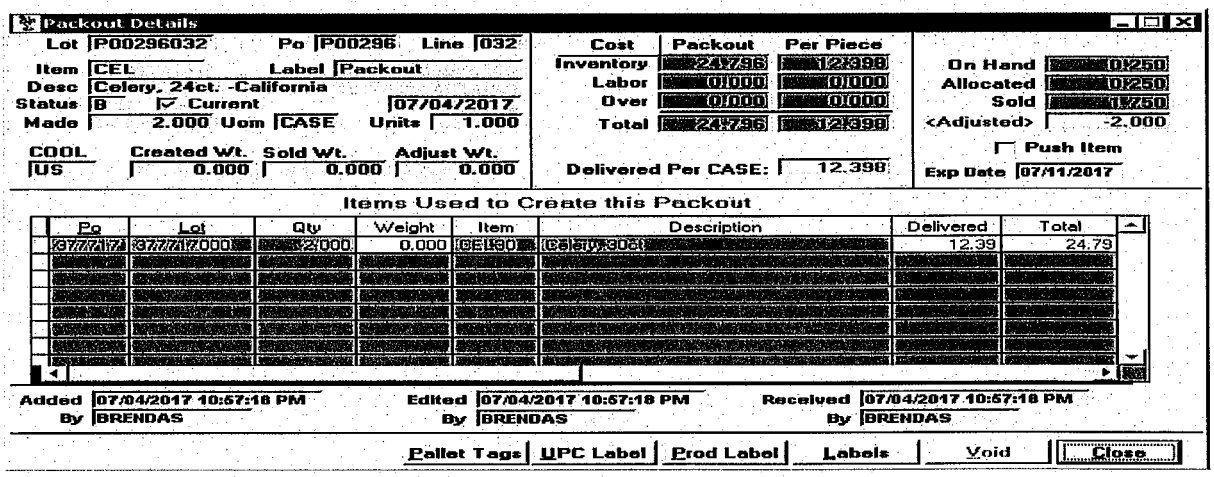


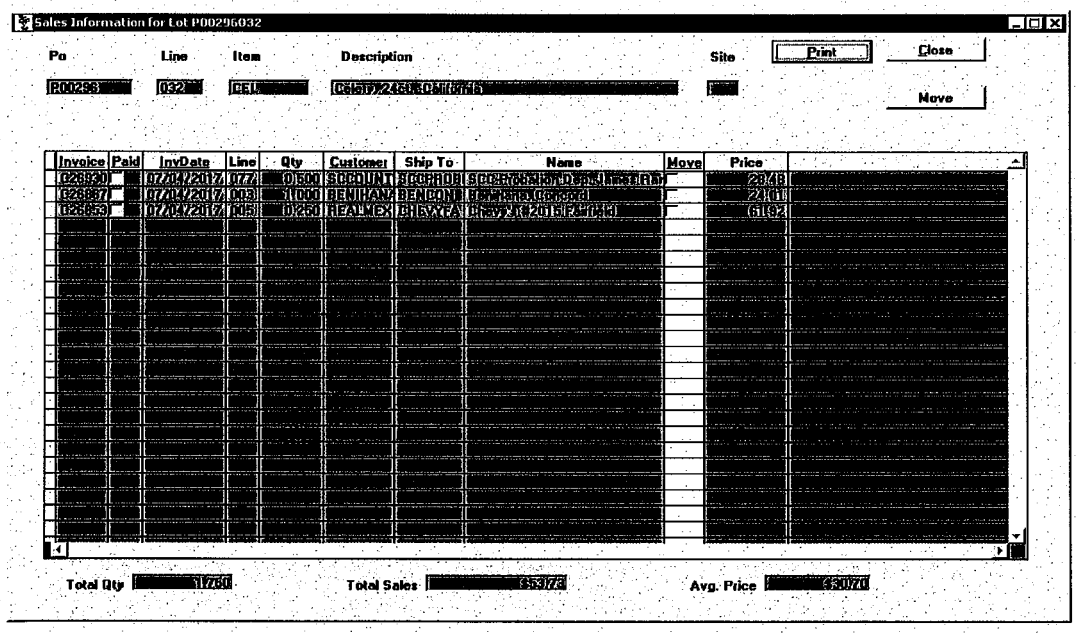
Step 4: when Allocated field is double clicked information about future sales is displayed.

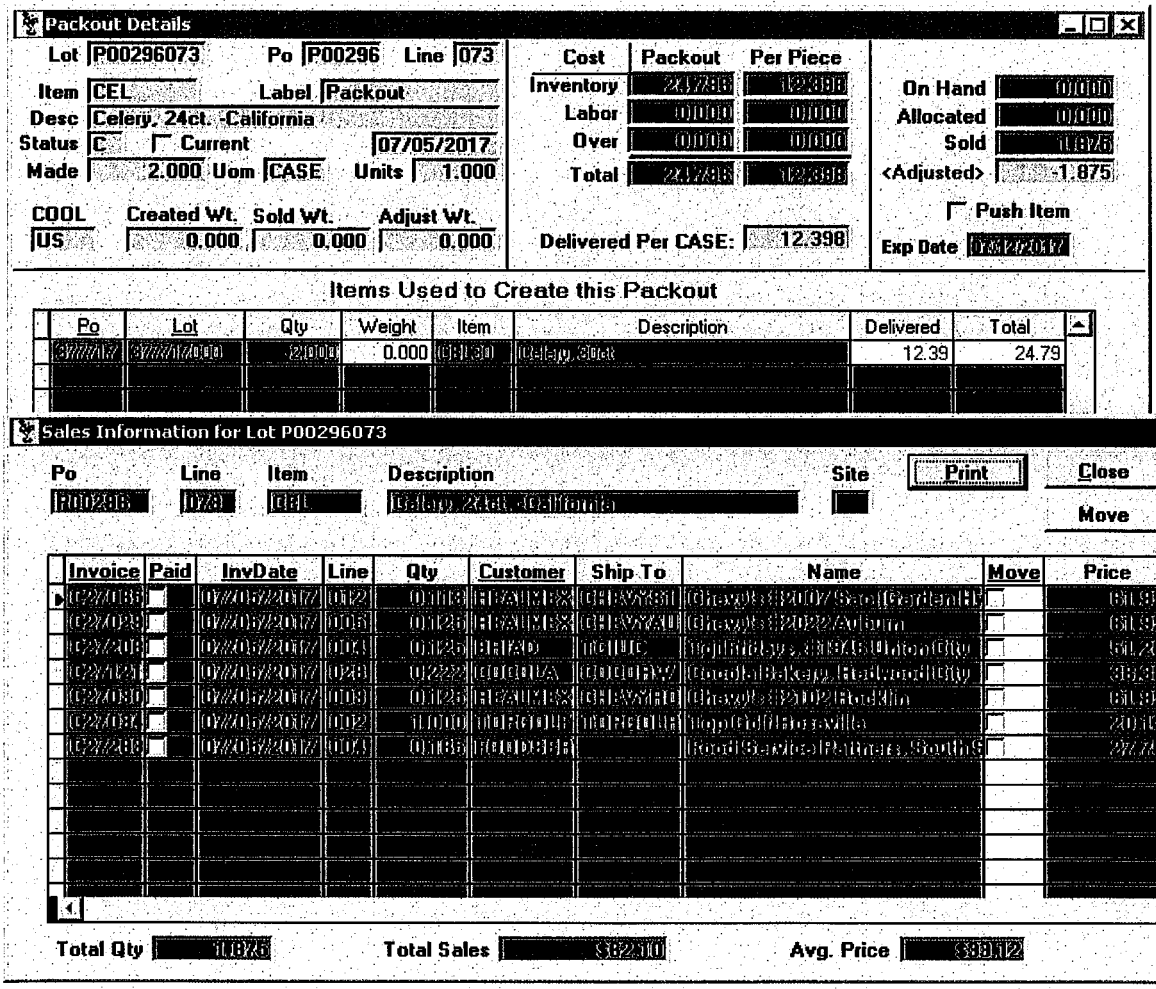


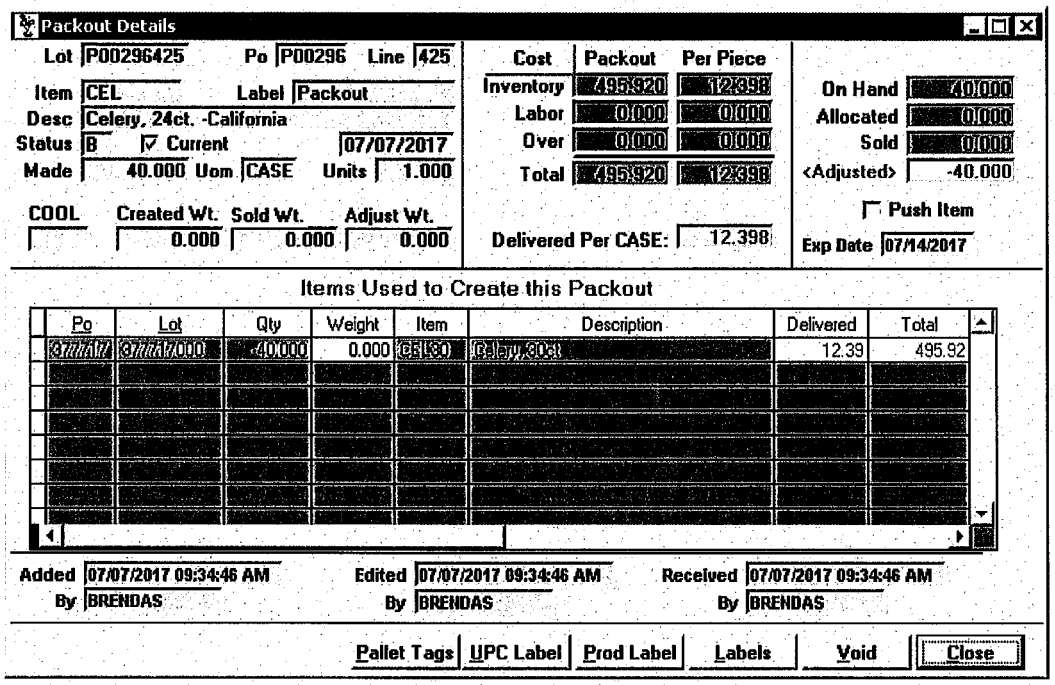
Step 5: when Adjusted field is double clicked information about packouts and their sales is displayed.






Sales Information for Lot P00296032
Po
Line
Item
Description
Site
Print
Close
Move
Invoice
Paid
InvDate
Line
Qty
Customer
Ship To
Name
Move
Price
Total Qty
Total Sales
Avg. Price


Packout Details
Lot P00296073
Po P00296
Line 073
Item CEL
Label Packout
Desc Celery, 24ct. -California
Status C
Current
07/05/2017
Made 2.000 Uom CASE
Units 1.000
COOL
Created Wt.
Sold Wt.
Adjust Wt.
US 0.000 0.000 0.000
Cost
Packout
Per Piece
Inventory 24.785 12.398
Labor 0.000 0.000
Over 0.000 0.000
Total 24.785 12.398
Delivered Per CASE: 12.398
On Hand 0.000
Allocated 0.000
Sold 1.875
<Adjusted> -1.875
Push Item
Exp Date 07/12/2017
Items Used to Create this Packout
Po
Lot
Qty
Weight
Item
Description
Delivered
Total
2.000
0.000
Celery, 24ct
12.39
24.79
Sales Information for Lot P00296073
Po
Line
Item
Description
Site
Print
Close
Move
Invoice
Paid
InvDate
Line
Qty
Customer
Ship To
Name
Move
Price
Total Qty
Total Sales
Avg. Price


Packout Details
Lot P00296425
Po P00296
Line 425
Item CEL
Label Packout
Desc Celery, 24ct. -California
Status B
Current
07/07/2017
Made 40.000
Uom CASE
Units 1.000
COOL
Created Wt. 0.000
Sold Wt. 0.000
Adjust Wt. 0.000
Cost
Packout
Per Piece
Inventory 495.920 12.398
Labor 0.000 0.000
Over 0.000 0.000
Total 495.920 12.398
Delivered Per CASE: 12.398
On Hand 40.000
Allocated 0.000
Sold 0.000
<Adjusted> -40.000
Push Item
Exp Date 07/14/2017
Items Used to Create this Packout
Po
Lot
Qty
Weight
Item
Description
Delivered
Total
37777A7
37777A7000
40.000
0.000
65150
Celery,30ct
12.39
495.92
Added 07/07/2017 09:34:46 AM
By BRENDAS
Edited 07/07/2017 09:34:46 AM
By BRENDAS
Received 07/07/2017 09:34:46 AM
By BRENDAS
Pallet Tags
UPC Label
Prod Label
Labels
Void
Close

primus™

CERTIFICATE VALID FROM:

Oct 04, 2019 To Oct 03, 2020

AUDIT TYPE:
Announced Audit

AUDIT SCOPE:
Review of the Storage & Distribution Center activities in 75,000 sqft building. Cold rooms were used for stored whole and processed products. Also, one room was used for frozen allergens like meat, chicken, fish, shrimps. One room was used for stored dressings with dairy and soy, milk, mayonnaise, and eggs produce (vegetables and fruits) was stored in the same room. Same docks were used for allergens and non-allergens, with the same equipment. The operation works all year. 12 Workers were observed at the time of the audit in the facility. Processed and whole fruits and vegetables were observed stored in the facility. Only storage and distributions activities were performed on this facility at the time of the audit.

PRODUCTS:

PRODUCT(S) OBSERVED DURING AUDIT

Fruits, Fruits, Processed (See Scope), Leafy Greens, Vegetables, Vegetables, Processed (See Scope)

Addendum(s) included on the audit:

Not Applicable

FDA

U.S. Food and Drug Administration
Food Facility Registration

Registration Renewal Successful✔

Your Registration Number [redacted]3752 has been successfully renewed.

Renewed registration expiration date is 12/31/2020.

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH
FOOD AND DRUG BRANCH

ORGANIC PROCESSED PRODUCT REGISTRATION

DAYLIGHT FOODS, INC.
30200 WHIPPLE ROAD
UNION CITY, CA 94587

REGISTRATION NUMBER: 105340
EXPIRATION DATE: 12/30/2020

THE BUSINESS NAMED HEREIN IS REGISTERED IN THE STATE OF CALIFORNIA TO PROCESS AND/OR HANDLE PROCESSED PRODUCTS "SOLD AS ORGANIC". THIS REGISTRATION IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA ORGANIC ACT OF 2003, SECTION 110875 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS NOT TRANSFERABLE TO ANY OTHER PERSON OR PLACE. THE REGISTRANT IS REQUIRED BY LAW TO IMMEDIATELY NOTIFY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OF ANY CHANGE IN THE INFORMATION REPORTED IN THE APPLICATION.

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

Printed: 2/5/2020

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH
FOOD AND DRUG BRANCH

PROCESSED FOOD REGISTRATION

DAYLIGHT FOODS, INC.
30200 WHIPPLE ROAD
UNION CITY, CA 94587

REGISTRATION NUMBER: 105340
EXPIRATION DATE: 12/30/2020

THE PERSON NAMED HEREIN IS REGISTERED TO MANUFACTURE, PACK, OR HOLD PROCESSED FOOD IN THE STATE OF CALIFORNIA THROUGH THE EXPIRATION DATE. THIS REGISTRATION IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 104, SECTION 110460 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS NOT TRANSFERABLE TO ANY OTHER PERSON OR PLACE. THE REGISTRANT IS REQUIRED BY LAW TO IMMEDIATELY NOTIFY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OF ANY CHANGE IN THE INFORMATION REPORTED IN THE APPLICATION.

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

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FAIR TRADE PRACTICES PROGRAM,
P.A.C.A. DIVISION
NATIONAL LICENSE CENTER
1400 Independence Ave SW
Room 1510 Stop 0242
Washington DC, 20250-0242
(800) 495-PACA

LICENSE CERTIFICATE
(Issued Under the Perishable Agricultural Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO.	2. ANNIVERSARY DATE	3. TYPE OF BUSINESS	4. NATURE OF BUSINESS	5. OWNERSHIP TYPE	6. NO. OF BRANCHES
20080408	01-29-2020	FRESH AND FROZEN	WHOLESALE DEALER	CORPORATION	0

ATTN: DAYLIGHT FOODS INC
DAYLIGHT FOODS INC
660 VISTA WAY,
MILPITAS, CALIFORNIA 95035-5456

Read "NOTICE TO LICENSEE" on reverse side

LICENSEE: Please examine this Certificate for accuracy. Report errors to P.A.C.A. Office at above address

Phone: (408) 284-7300 Fax: (408) 284-7307 Email: CHRISV@DAYLIGHTFOODS.COM

EIN: 68-0665764 STATE IN WHICH INCORPORATED OR FORMED: CALIFORNIA DATE INCORPORATED: 01-02-2008

PRINCIPALS -OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
PAUL JENNINGS	VICE PRESIDENT
CHRIS VLAHOPOULIOTIS	CHIEF EXECUTIVE OFFICER, DIRECTOR, SECRETARY, TREASURER

MULTIPLE TRADE NAMES AND BRANCHES :

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231
(10-02)
CG: HFDL

Randall Jones
DEPUTY ADMINISTRATOR, FAIR TRADE PRACTICES PROGRAM

LICENSE AMENDED 03-08-2019

DAYLIGHT FOODS

Oakland USD /RFP #20-02 Fresh Produce

ORDERING SYSTEMS & REPORTS

On-line Ordering Capabilities

Oakland USD will be issued a fully customizable order guide and access to our online ordering system. The user can manipulate the view according to their preference and desired product sequence. Daylight is happy to train your FNS staff on how to operate our online ordering system. Depending on your preference, we can customize order guides for each specific site, allow sites the flexibility to arrange and add items to their own order guide, or maintain a more rigid order guide where approval to add new items that are not on the bid is required prior to ordering. In the event that our online order system is down, or your district's computers are down, orders may always be placed over the phone. We have also included an online ordering overview so you can also have a sense of how our portal works. Supervisors can have their own master login and place orders on behalf of any of their approved sites. Supervisors can also be emailed a copy of all orders that are placed by their staff. Please see attached:

a. Online ordering guide

Monthly Reporting

Daylight Foods is currently working on a program to provide monthly sourcing report showing the farm of origin for all produce purchases. We have piloted this project over the past year in partnership with the CAFF, the Community Alliance for Family Farms and Project Waste Not to build an online platform for customers to access their sustainability reports, with real-time updates, whenever they need. These reports allow each customer to customize their definition of local and sustainable (i.e. within 50 or 250 miles of your district) as well as download your purchasing data as desired. Please see the attached sheet with a demo of our new upcoming sustainability reporting platform, before the Sustainable platform we provided customers with excel monthly sourcing reports and velocity reports. Attached is the sourcing report, velocity report, and a demo of our new Sustainable platform that is available to our customers staring late 2020.

a. Sustainability report demo
b. Velocity report
c. Excel sustainability report

Packing Slips, Invoicing, and Order Confirmation

Daylight Foods has a system of measures in place to guarantee accuracy in invoicing and billing our customers. The process is as follows:

- South San Francisco USD places an order online or through email.
- Order will be entered in our software program which downloads the produce order into our database.
- Our warehouse team will then print a pick ticket and begin selecting the order.
- After this order is completed, the order selector will mark down on the pick ticket which items are unavailable.
- Warehouse will short the item or sub item similar based on approval from school site lead.
- New Invoice is printed to reflect these changes and customer receives accurate delivery with correct invoice.
- Once delivery is made, site lead will inspect product and accept or return. We require our drivers to have all their invoices signed.
- If product is returned Invoice will be adjusted and credit given by next billing cycle. Please see our attached Return and Credit Policy.

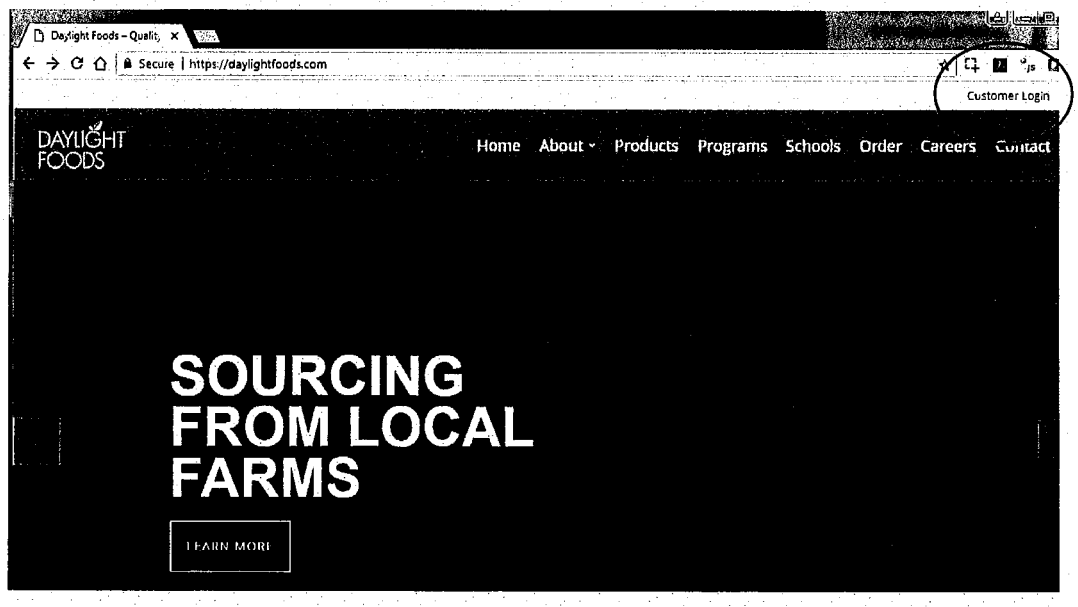
a. Customer return and credit policy

DAYLIGHT FOODS

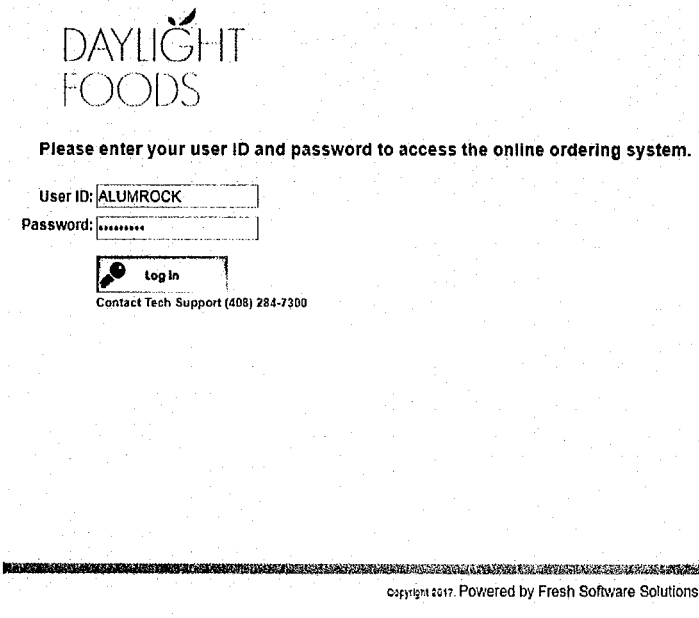
Online Ordering Portal Guide

Logging In

- Simply go to our website at www.daylightfoods.com and click on the **"Customer Login"** button in the upper right hand corner



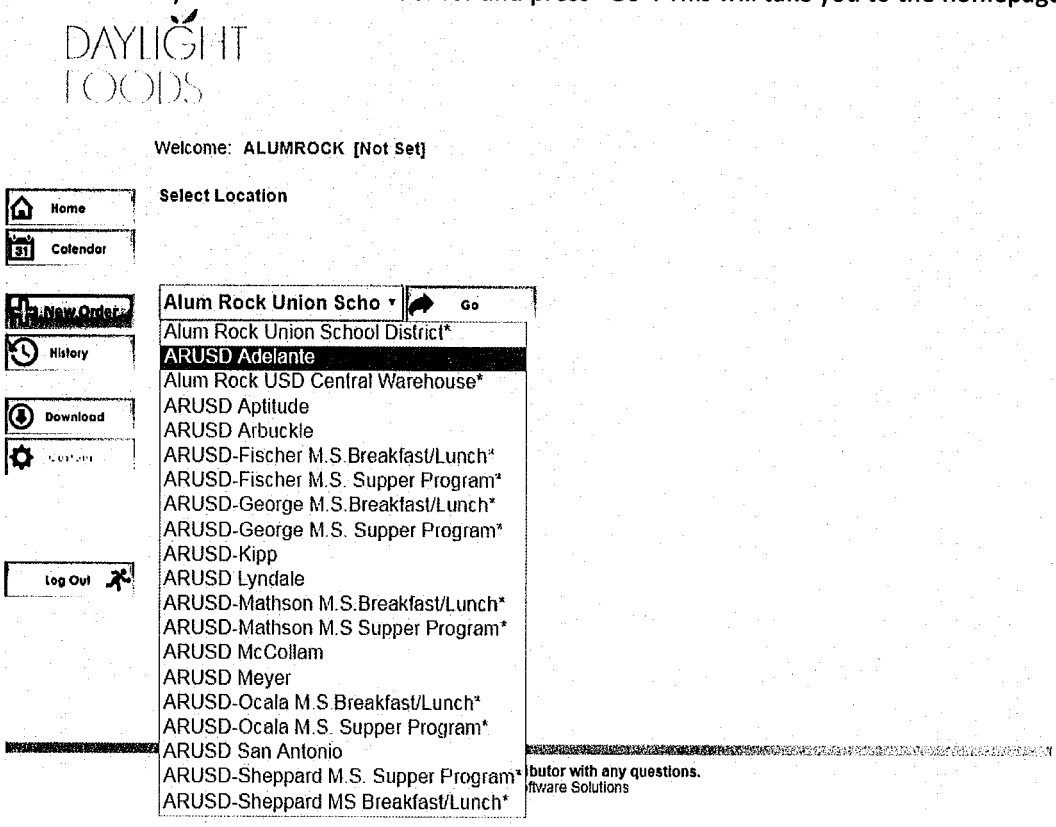
- Upon the next page enter the User ID and Password provided by Daylight Foods



DAYLIGHT FOODS

Online Ordering Portal Guide

- Select the site you would like to order for and press **"Go"**. This will take you to the homepage.

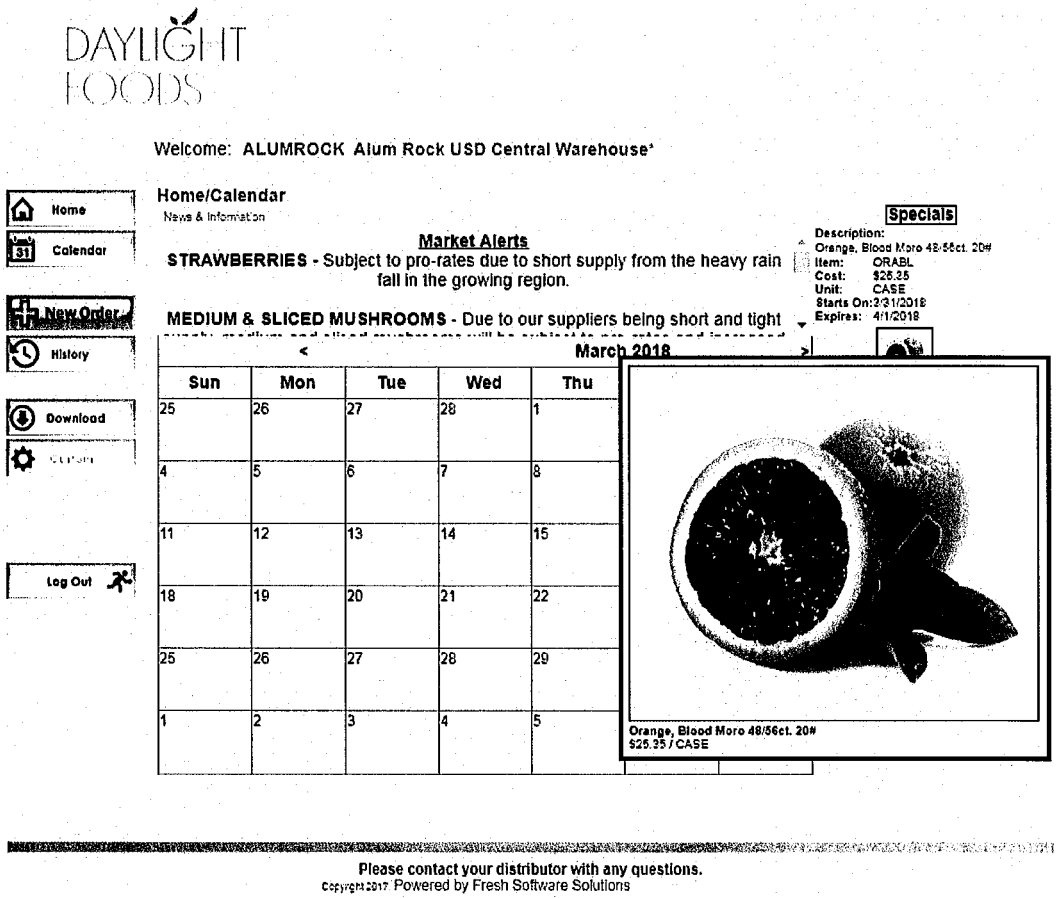


DAYLIGHT FOODS

Online Ordering Portal Guide

The Home Page

- **Calendar:** if there are existing orders they would be marked here
- **Market Alerts:** Updates on supply or quality issues
- **Specials:** highlighted items Daylight Foods stocks

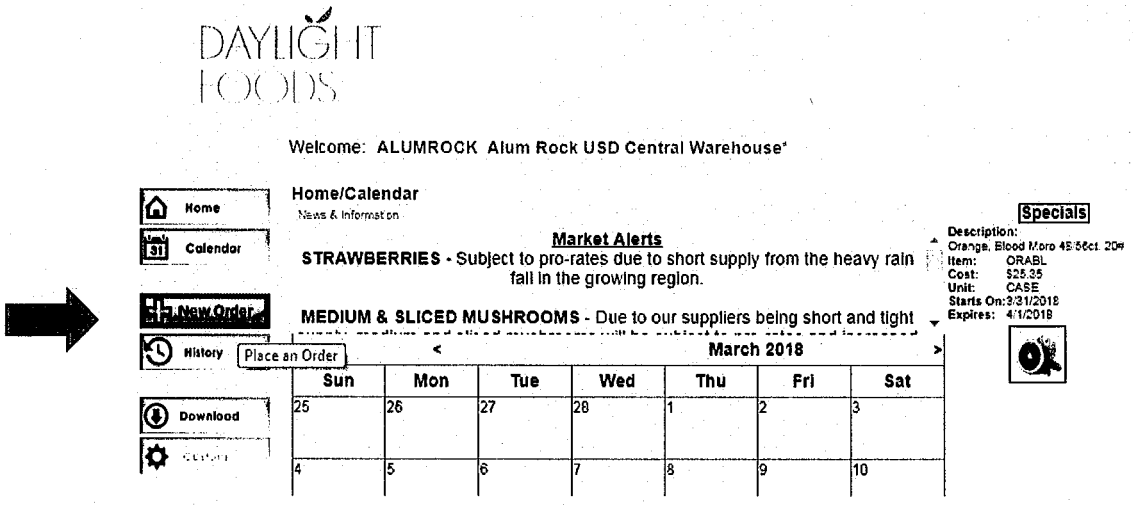


DAYLIGHT FOODS

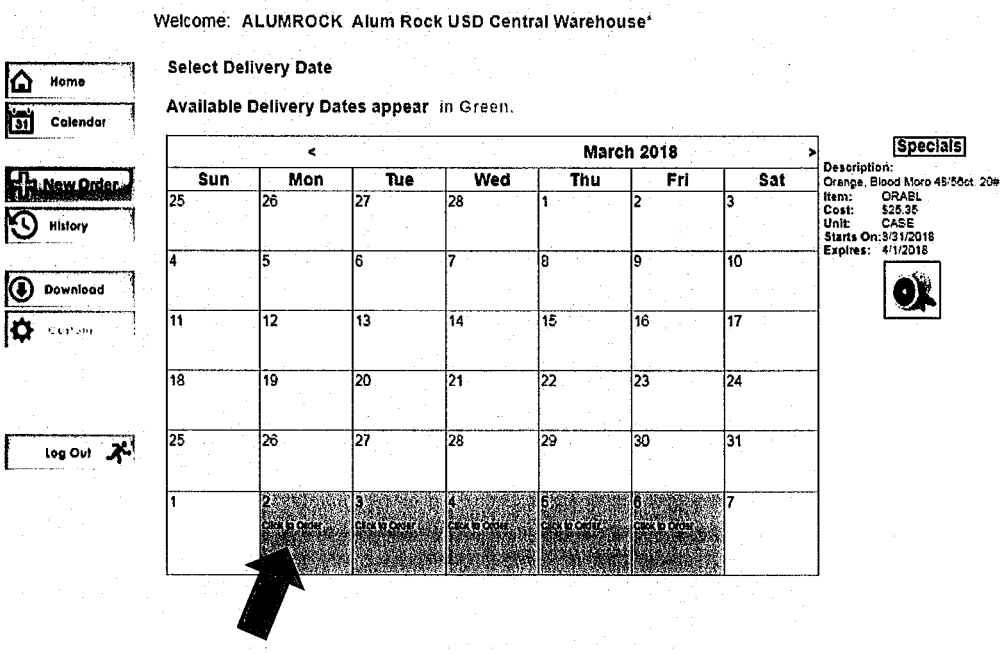
Online Ordering Portal Guide

How to Place an Order

- Click on the **"New Order"** button highlighted in green in the left dashboard panel



- Available delivery dates appear in Green. Click on the date you would like to order for:



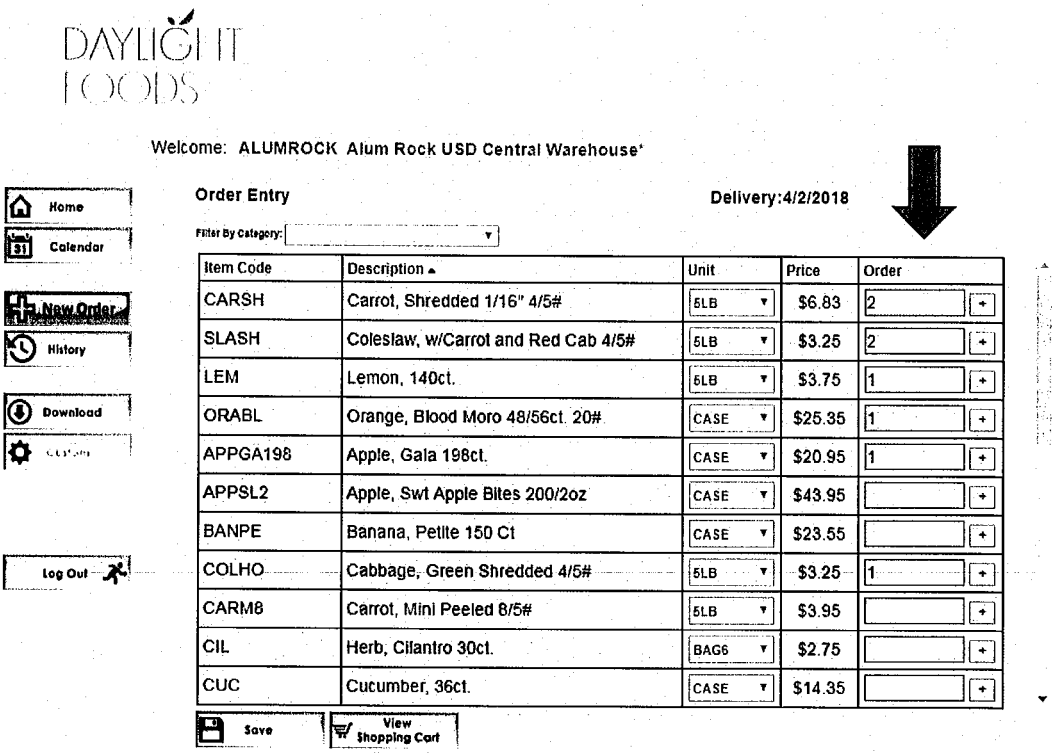
Please contact your distributor with any questions.

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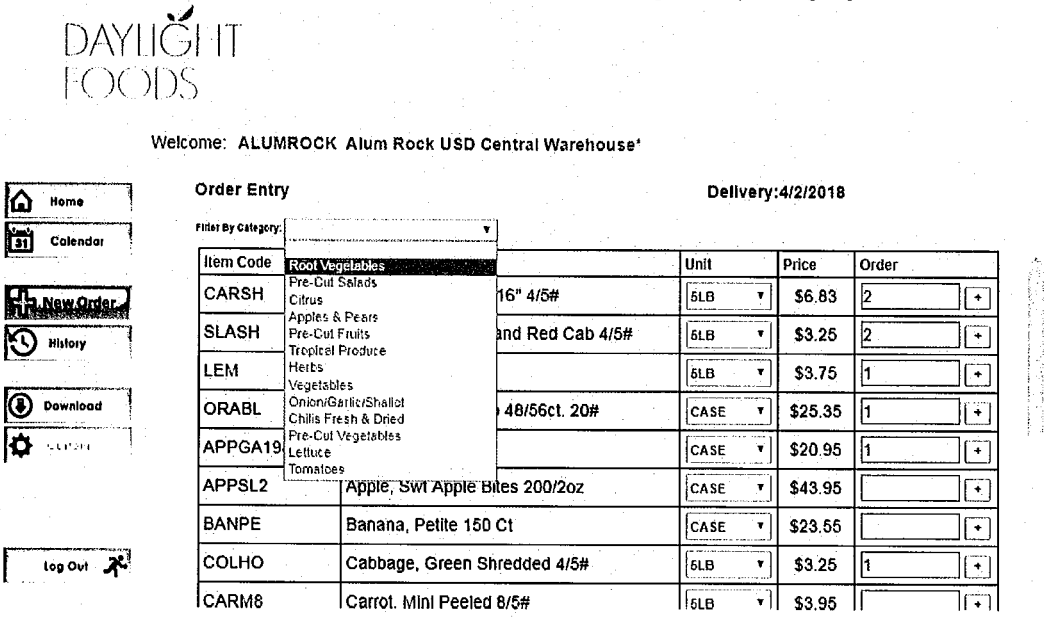
DAYLIGHT FOODS

Online Ordering Portal Guide

- The default Standard order guide will be displayed. To order simply input the qty you would like in the "Order" entry boxes:



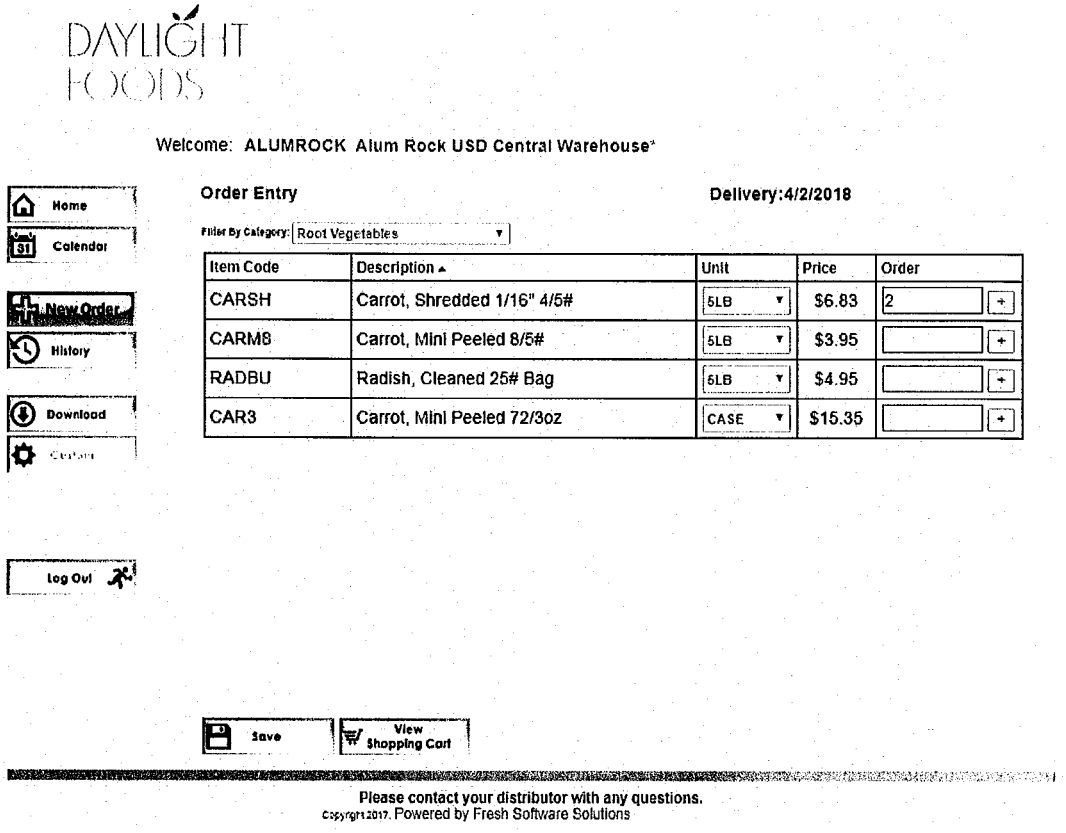
- Using the drop-down menu, you can also filter the order guide by **Category:**



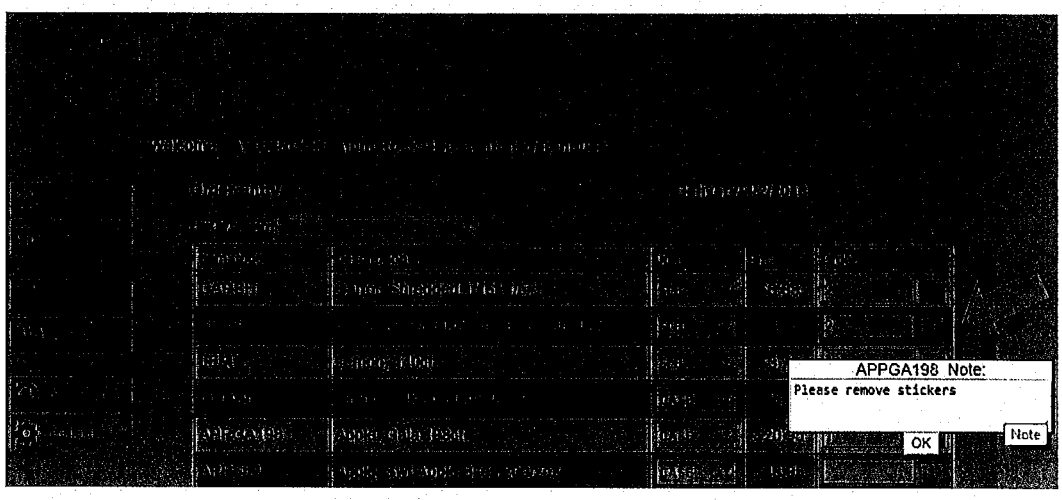
DAYLIGHT FOODS

Online Ordering Portal Guide

- For example, only root vegetables will then display



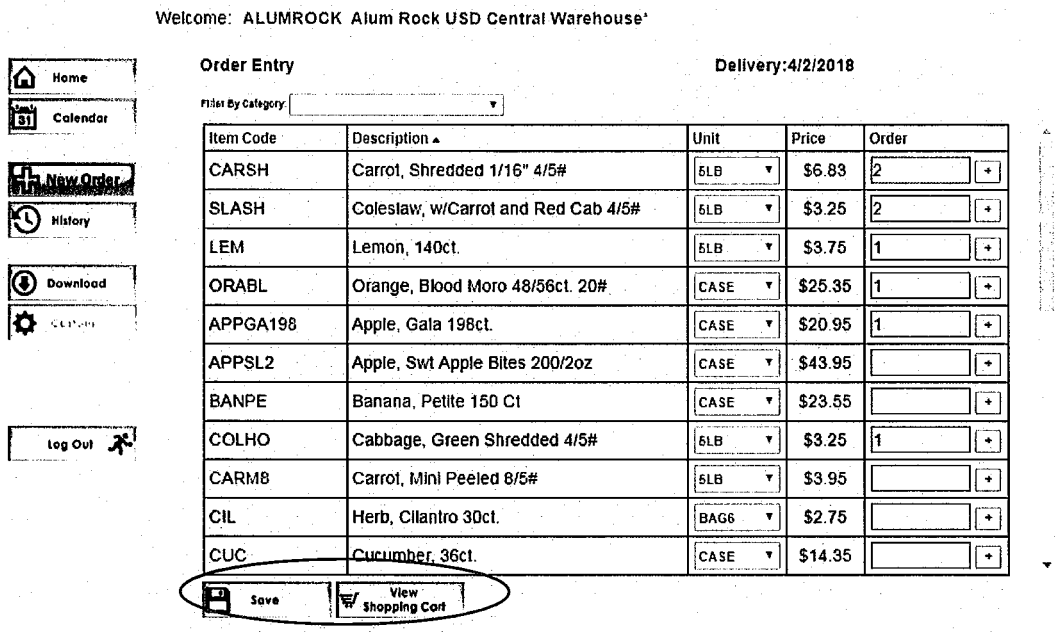
- You can also add a memo note by clicking the "+" button next to the Order entry box:



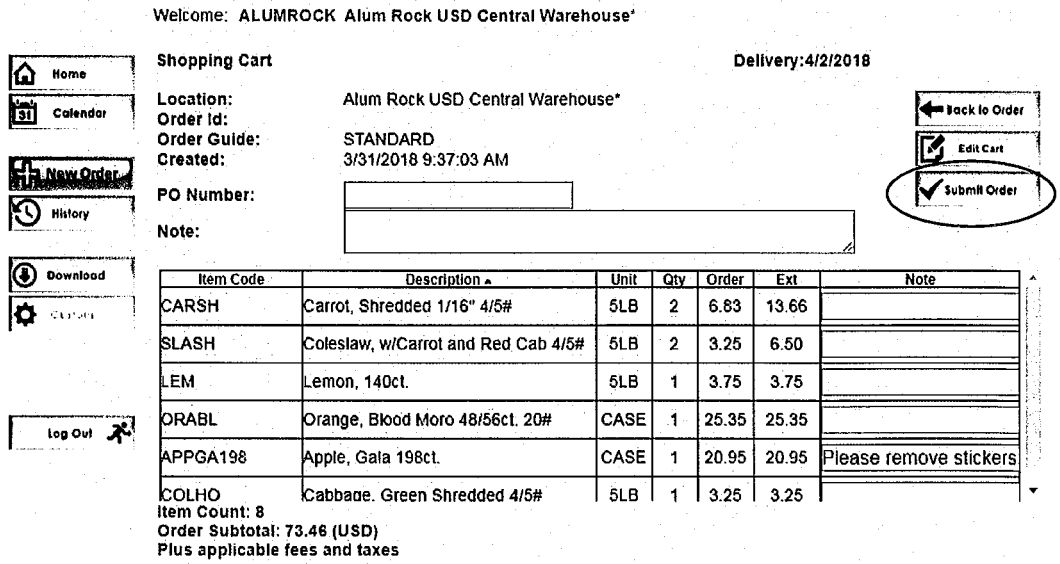
DAYLIGHT FOODS

Online Ordering Portal Guide

- You can also **"Save"** your order – in case you must return to it for final edits before submitting.
- Once finalized click on the **"View Shopping Cart"**



- You will now see your final order and be able to input a **"PO Number"** or additional **"Notes"**
- Once reviewed click on **"Submit Order"** and your order will be submitted ☺

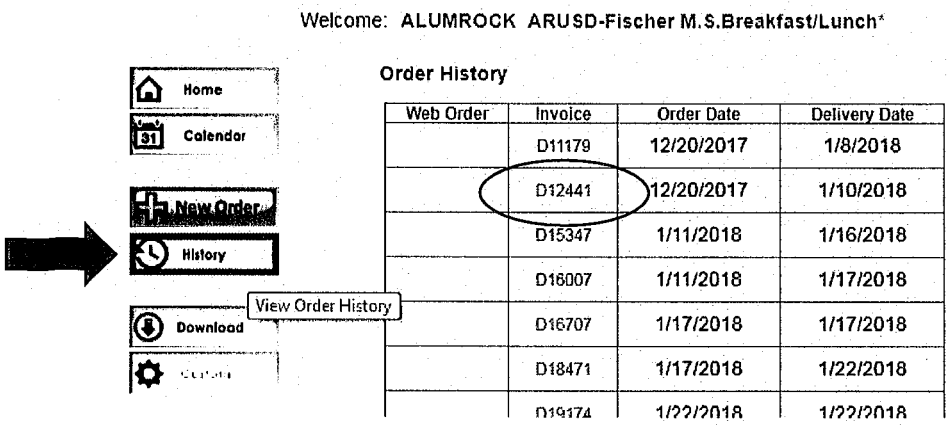


DAYLIGHT FOODS

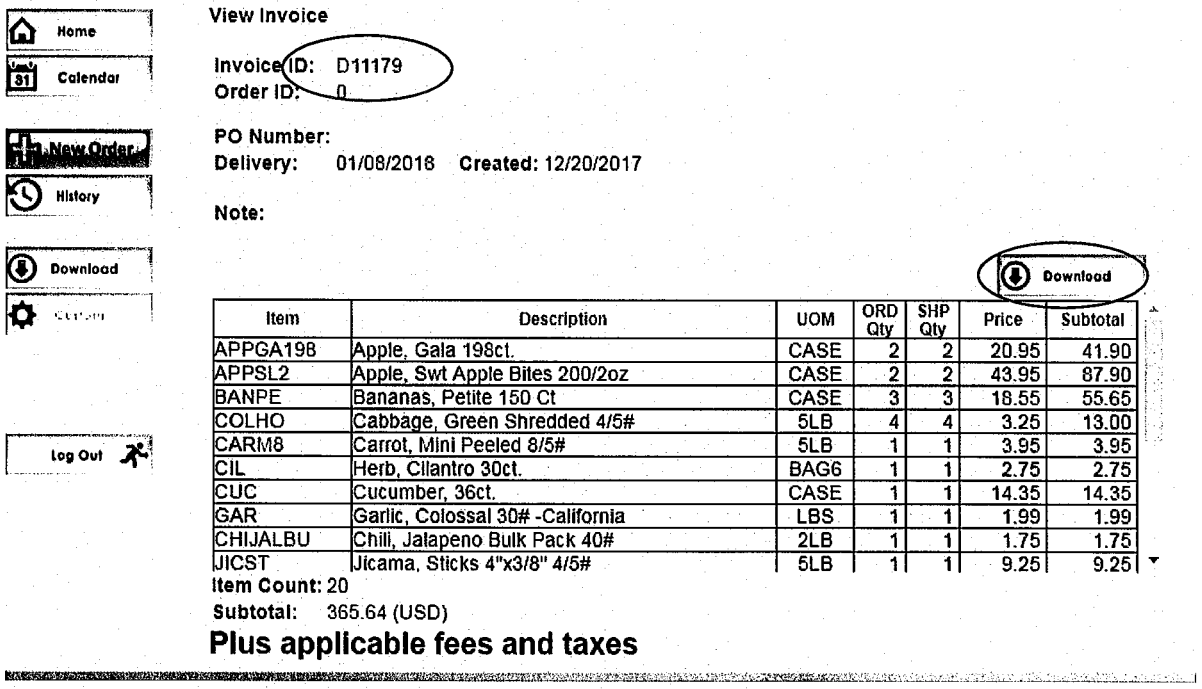
Online Ordering Portal Guide

Viewing Order History

- On your left dashboard click on **"History"** to view past orders:



- Click on the **Invoice #** highlighted in blue to display that invoice.
- Click the **"Download"** button to download the invoice as a data .txt file

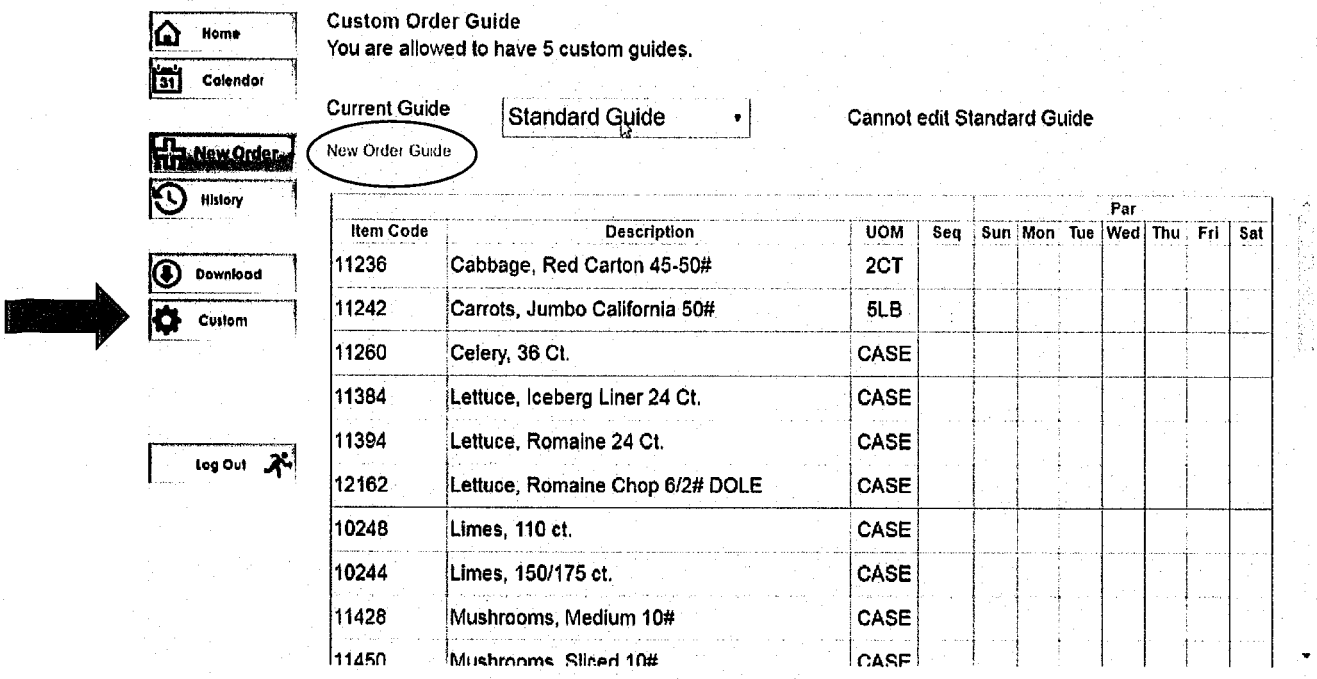


DAYLIGHT FOODS

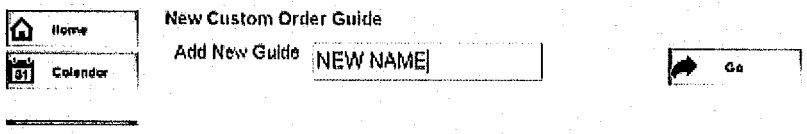
Online Ordering Portal Guide

Creating a Customer Order Guide

- To create a custom order guide, click on the **"Custom"** button in the left dashboard
- Your default Standard Guide will display. You cannot edit this order guide.
- Click on the **"New Order Guide"** highlighted in blue



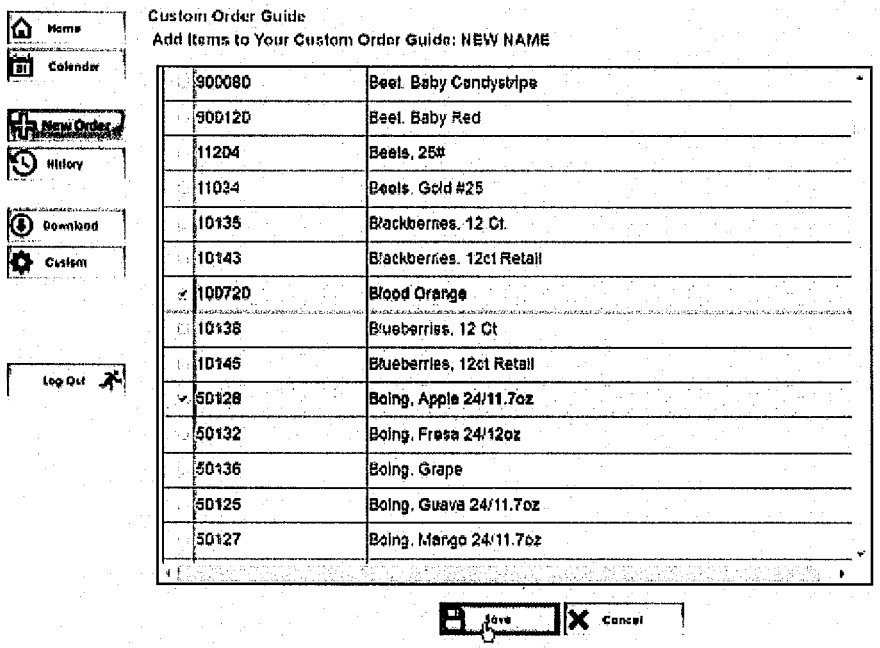
- Enter the name for your order guide and click **"Go"**



DAYLIGHT FOODS

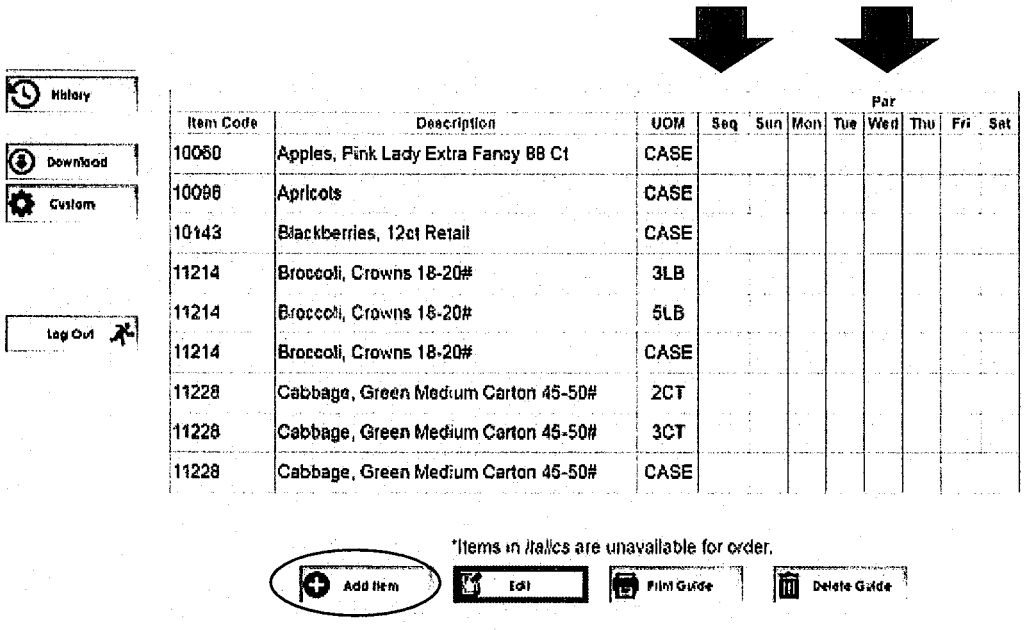
Online Ordering Portal Guide

- Select the items for the custom order guide and click **"Save"**



Editing a Custom Order Guide

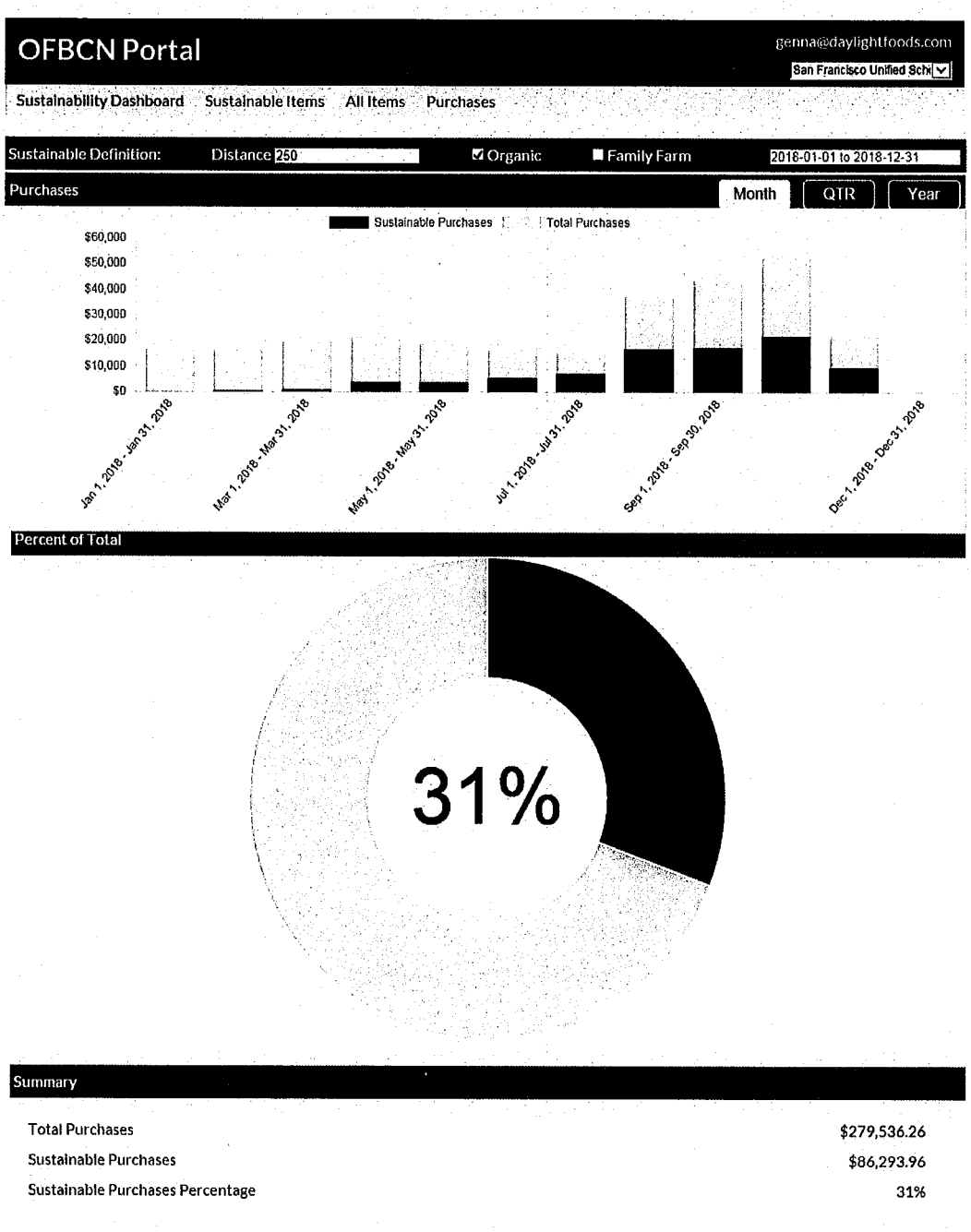
- Click the **"Edit"** button to add a certain Sequence for your order guide or Pars
- Click the **"Add Item"** button to add further items to your custom order guide



DAYLIGHT FOODS

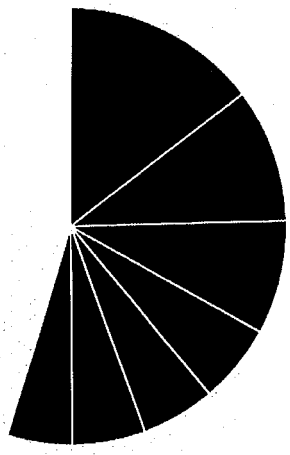
Sustainability Tracking

Our new sustainability tracking portal provides you access to your purchasing reports and sustainability tracking reports whenever you need them. Simply log-on to your specific district portal and choose how you wish to view your data. You can separate purchasing data by sites or aggregate across the entire district. You can also determine your own definition of sustainable, whether that is 50 miles or 500, organic produce or produce from family farms. Purchasing data which includes supplier name can also be downloaded from this portal.



Sustainable Definition: Distance 250 ☑ Organic ☐ Family Farm 2018-01-01 to 2018-12-31

Item % of Sustainable Purchases



Total Sustainable Purchases		**$86,293.96**
15%	Plums, 50-55sz 140-154ct	$12,605.00
10%	Lettuce, Romaine Chopped 6/2LB CA	$8,569.20
8%	Strawberry, Organic 12pt Coke	$7,276.50
6%	Peach, Yellow VF 72sz. 108ct.	$5,088.60
6%	Nectarine, Yellow VF 72sz. 108ct.	$4,762.70
5%	Pear, Asian Apple 72CT	$4,708.60
5%	Orange, Navel 138ct California	$4,207.74

All others combined for 45%

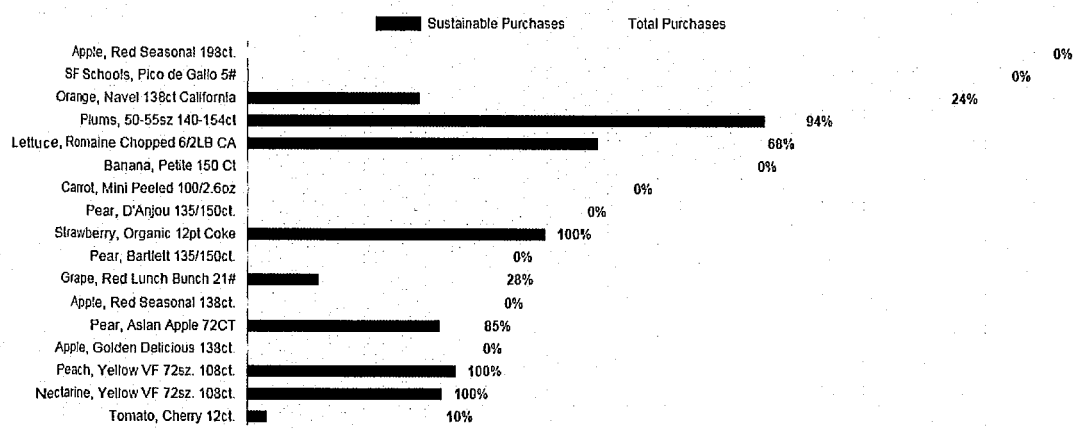
How to read this:

Of your sustainable purchases, plums made up the majority of your local purchases at 15% of your total sustainable dollars spent in 2018.

Sustainable Definition: Distance 250 ☑ Organic ☐ Family Farm 2018-01-01 to 2018-12-31

Item % Sustainable

Sort: Total



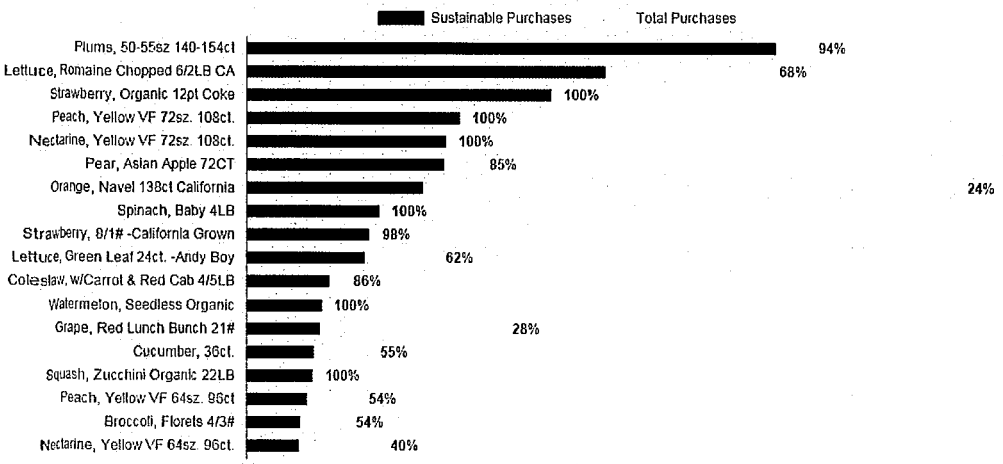
How to read this:

Your top purchase in terms of dollars spent was apples, 0% of which was considered sustainable. Oranges were your #3 item and 24% of what you received was considered local.

Sustainable Definition: Distance 250 ☑ Organic ☐ Family Farm 2018-01-01 to 2018-12-31

Item % Sustainable

Sort: Sustainable



How to read this:

Chopped romaine is the second item with regards to your total sustainable dollars spent. Of the total amount of chopped romaine, you purchased in 2018, 68% was considered sustainable.

Grand Summary Usage

Ordered By Item, All Sites, Both Local and Non Local

From 08/01/2018 To 08/08/2019

Selected: Carmel Unified School District |

Sample Only

Item	Description	Uom	Order Qty	Ship Qty	Total Sell	Avg Sell
APPRS1	Apple, Red Seasonal 125/138-CT	CASE	38.00	38.00	$1,178.00	$31.00
BANGT	Banana, Green Tip 40 lb	CASE	0.00	1.00	$24.00	$24.00
BANPE	Banana, Petite 150-CT	CASE	9.00	8.00	$168.00	$21.00
BLU	Blueberry, 12ct Driscoll	CASE	3.00	3.00	$110.40	$36.80
BROPI	Broccoli, Florets 4/3-LB	CASE	2.00	2.00	$44.00	$22.00
CAR26	Carrot, Mini Peeled 100/2.6-OZ	CASE	40.00	40.00	$901.60	$22.54
CEL	Celery, 24/30-CT	CASE	0.11	0.11	$14.60	$131.53
CUC	Cucumber, 36-CT	CASE	6.00	6.00	$117.00	$19.50
GRARE	Grape, Red Flame 18lb	CASE	16.00	16.00	$622.80	$38.92
LET	Lettuce, Iceberg 24-CT	CASE	4.08	4.08	$95.00	$23.26
MANDS	Mandarin, 25-LB Approx 100-115-CT	CASE	3.00	3.00	$66.00	$22.00
ORA113	Orange, Navel 113ct.	CASE	12.00	12.00	$252.00	$21.00
ORACA1	Orange, Cara Cara 138ct	CASE	3.00	3.00	$69.00	$23.00
POT110	Potato, 110ct	CASE	2.00	2.00	$49.38	$24.69
RAS	Raspberry, 12ct. -Driscoll	CASE	2.00	2.00	$76.80	$38.40
SALRO	Salad Mix, With Romaine 4/5LB	CASE	10.00	10.00	$286.00	$28.60
STR	Strawberry, 8/1-LB	CASE	33.00	33.00	$714.00	$21.63
TANM	Tangelo, Minneola 100ct-125ct.	CASE	10.00	10.00	$250.00	$25.00
TOMCH	Tomato, Grape 12ct	CASE	7.00	7.00	$133.00	$19.00
WATS4	Watermelon, Seedless 3/4-CT 40-LB	CASE	18.00	18.00	$660.00	$36.66

Report Totals	**Order Qty:**	**218.19**
	Ship Qty:	**218.19**
	Dollars:	**$5,831.58**

Property of Daylight Foods, Inc

DAYLIGHT FOODS

Sustainability Tracking Report - June

Item	Desc	UOM	QTY	Total Sales	Less Than 250 Miles	Farm	Growing Region
APPFU125	Apple, Fuji 125ct.	CASE	35.00	$ 784.00			
APPFU	Apple, Fuji 72/88ct.	CASE	8.00	$ 187.20			
APPGA	Apple, Gala 80/88ct.- Washington	CASE	1.00	$ 31.90			
APPGA125	Apple, Gala Premium 125ct.	CASE	8.00	$ 186.20			
APPGO125	Apple, Golden Delicious 125ct.	CASE	3.00	$ 70.20			
APPGO138	Apple, Golden Delicious 138ct.	CASE	19.00	$ 444.60			
APPGO163	Apple, Golden Delicious 163ct.	CASE	4.00	$ 88.60			
APPG125	Apple, Granny Smith 125ct.	CASE	7.00	$ 162.05			
APPG88	Apple, Granny Smith 80/88ct. RETAIL	CASE	6.00	$ 200.40			
APPR88	Apple, Red Delicious RETAIL 88ct.	CASE	27.00	$ 618.80			
APPRS138	Apple, Red Seasonal 138ct.	CASE	7.00	$ 163.80			
APRTR	Apricot, 80-88ct. 2 Layer	CASE	1.00	$ 30.08	X	Scattaglia Growers Shippers LLC	Traver, CA
ARUWI	Arugula, Wild 4#	CASE	32.00	$ 363.35	X	Field Fresh Farms, LLC	Watsonville, CA
ASP15LG	Asparagus, Large 11#	CASE	4.00	$ 84.44	X	Ippolito International, LP	Salinas, CA
ASP15	Asparagus, Standard 11#	CASE	20.00	$ 505.95	X	Ippolito International, LP	Salinas, CA
AVOCA481	Avocado, Hass 40-48sz. #1	CASE	6.00	$ 258.40			
AVO6CT	Avocado, Hass 48sz 6ct.	BAG6	2.00	$ 28.82			
AVOCA702	Avocado, Hass 70sz. FR-WP	CASE	2.50	$ 73.25			
BANGT	Banana, Green Tip 40#	CASE	194.00	$ 3,861.00			
BEA	Beans, Blue Lake 30#	CASE	1.00	$ 42.90	X	Dwelley Farms	Brentwood, CA
BEEGO	Beet, Gold 25# -Local	SACK	0.25	$ 4.81			
BEEGOO	Beet, Gold Organic 25#	CASE	2.00	$ 37.40			
BEE	Beet, Red 25# Bag -Local	CASE	8.20	$ 116.48			
BELGR	Bell Pepper, Green 1 1/9 Bushel	CASE	52.20	$ 896.62	X	Baloian Farms	Fresno, CA
BELRE	Bell Pepper, Red 1 1/9 Bushel	CASE	53.20	$ 1,149.89	X	Baloian Farms	Fresno, CA
BLAND	Blackberry, 12ct Non Driscoll	CASE	18.00	$ 534.95	X	Duran Sales Inc.	Watsonville, CA
BLA	Blackberry, 12ct. -Driscoll CA	CASE	1.00	$ 25.16	X	Driscoll's	Watsonville, CA
BLUND	Blueberry, 12ct Non Driscoll	CASE	35.00	$ 766.75	X	Murguia Fruit	Kingsburg, CA
BLU	Blueberry, 12ct. -Driscoll	CASE	2.00	$ 70.32	X	Driscoll's	Watsonville, CA
BOK	Bok Choy, Carton 30# -Local	CASE	11.00	$ 153.21	X	Mann Packing	Salinas, CA
BRA	Braising Mix 3#	CASE	1.00	$ 22.50			
BROCR	Broccoli, Crowns 20#	CASE	8.00	$ 145.88	X	Ippolito International, LP	Salinas, CA
BROPI	Broccoli, Florets 4/3#	CASE	47.00	$ 820.04	X	Taylor Farms	Salinas, CA
BROPI18	Broccoli, Florets Loose 18#	CASE	34.00	$ 675.54	X	Taylor Farms	Salinas, CA
BROCO	Broccolini, Aspiration 18ct.	CASE	5.00	$ 112.35	X	Ippolito International, LP	Salinas, CA
BRU	Brussels Sprout, 25# -California	CASE	5.00	$ 133.73	X	Ippolito International, LP	Salinas, CA
CABGR	Cabbage, Green 45#	CASE	17.00	$ 252.26	X	Boskovich	Salinas, CA
NAP	Cabbage, Napa 30# -Local	CASE	7.00	$ 117.59	X	Mann Packing	Salinas, CA
CABRE	Cabbage, Red 45#	CASE	6.00	$ 87.77	X	Boskovich	Salinas, CA
CAN	Cantaloupe, 6ct.	CASE	1.00	$ 10.65	X	Del Mar Packing	Patterson, CA
CAN9	Cantaloupe, 9ct.	CASE	13.00	$ 162.60	X	Del Mar Packing	Patterson, CA
CAR25	Carrot, Jumbo 25# Sack	CASE	36.00	$ 465.24	X	Grimmway Farms	Salinas, CA
CARMA	Carrot, Match Sticks 4/5#	CASE	20.50	$ 277.09	X	Grimmway Farms	Salinas, CA
CAU	Cauliflower, 9/12ct. -Salinas/CA	CASE	2.00	$ 33.15	X	Ippolito International, LP	Salinas, CA
CAUPI4	Cauliflower, Florettes 4/3#	CASE	63.00	$ 1,366.97	X	Ippolito International, LP	Salinas, CA
CEL	Celery, 24ct. -California	CASE	1.00	$ 11.90	X	Boskovich	Salinas, CA
CELO	Celery, Organic 36ct	CASE	7.00	$ 267.71	X	Earthbound Farms/Natural Selection	San Juan Bautista, CA
CHA	Chard Swiss, Green 1 Dozen -Local	CASE	25.00	$ 418.93	X	Boskovich	Salinas, CA
CHIGUADR	Chili, Guajillo Dried 5LB	5LB	4.00	$ 82.40			
CHIJAL10	Chili, Jalapeno 10# Case	CASE	6.00	$ 78.10			
CHIJALBU	Chili, Jalapeno Bulk Pack 40#	CASE	0.20	$ 4.61			
CHIJALDI	Chili, Jalapeno Diced 1/4" 5LB	TRAY	30.00	$ 383.58			
CHIPABU	Chili, Pasilla Bulk Pack 20#	CASE	0.75	$ 18.69			
SLASH	Coleslaw, w/Carrot and Red Cab 4/5#	CASE	7.25	$ 91.95	X	Green Gate Fresh	Salinas, CA
CUC	Cucumber, 36ct.	CASE	28.00	$ 395.86			
CUCBU	Cucumber, Bulk 1 1/9 Bushel	CASE	19.33	$ 298.97			
CUCSL	Cucumber, Slices 2/5#	CASE	4.00	$ 85.71			
DIONISPP	DI Onions Spring 10# Red Organic	CASE	-1.00	$ (27.90)	X	Coke Farms	San Juan Bautista, CA
EGG18	Eggplant, 18ct.	CASE	1.00	$ 17.85	X	Baloian Farms	Fresno, CA
EGG24	Eggplant, 24ct.	CASE	2.00	$ 60.80	X	Baloian Farms	Fresno, CA
FAJIMIX	Fajita, Grn/Rd Bell & Rd Onion 2/5#	CASE	-8.00	$ (228.80)			
FEN	Fennel, 24ct. -Locally Grown	CASE	8.50	$ 158.06	X	Ippolito International, LP	Salinas, CA
FRIBL	Frisee, Blonde 12ct.	CASE	1.00	$ 27.24	X	Faurot Ranch	Watsonville, CA

FRU	Fruit Salad 20#	CASE	30.00	$ 1,714.75			
GARWP2	Garlic, Whole Peeled 6/5# -CA	CASE	10.00	$ 667.39	X	4Earth Farms	Gilroy, CA
GIN	Ginger Root, 30#	CASE	1.19	$ 24.82			
GRAGR	Grape, Green 18#	CASE	3.00	$ 124.70	X	Vincent B. Zaninovich & Sons, Inc.	Delano, CA
GRARE	Grape, Red Flame 18#	CASE	28.00	$ 897.10	X	Vincent B. Zaninovich & Sons, Inc.	Delano, CA
GRAFR48F	Grapefruit, Fancy 48ct.	CASE	15.00	$ 307.78	X	Murguia Fruit	Kingsburg, CA
BASBU	Herb, Basil 1#	LBS	21.00	$ 124.11			
BASTH	Herb, Basil Thai 1#	LBS	5.50	$ 45.75			
CHI4	Herb, Chives 4oz	EACH	3.00	$ 12.48			
CIL	Herb, Cilantro 30ct.	CASE	1.50	$ 16.61	X	Ippolito International, LP	Salinas, CA
CIL5	Herb, Cilantro 60ct.	CASE	12.50	$ 182.28	X	Ippolito International, LP	Salinas, CA
DIL4	Herb, Dill 4 oz	EACH	4.00	$ 12.70			
MINP	Herb, Mint 1#	1LB	4.00	$ 22.01			
ORE4	Herb, Oregano 4 oz	EACH	3.00	$ 10.13			
IPAR	Herb, Parsley Italian 30ct.	CASE	1.00	$ 17.63			
IPAR60	Herb, Parsley Italian 60ct.	CASE	10.20	$ 210.77			
ROSP	Herb, Rosemary 1#	LBS	2.00	$ 11.83			
ROS4	Herb, Rosemary 4 oz	EACH	2.00	$ 11.04			
ROSO	Herb, Rosemary Organic 1#	DZ	4.00	$ 30.87	X	Ojai Farms	Ojai, California
TAR4	Herb, Tarragon 4 oz	EACH	1.00	$ 4.37			
THY4	Herb, Thyme 4oz	EACH	8.00	$ 28.64			
HON	Honeydew, 4-8ct.	CASE	13.00	$ 174.38	X	Del Mar Packing	Patterson, CA
JIC	Jicama, 35# Box	CASE	2.00	$ 28.80			
KAL	Kale, 24ct.	CASE	23.00	$ 345.88	X	Ippolito International, LP	Salinas, CA
BANLE	Leaf, Banana Fresh 25#	CASE	1.00	$ 26.90			
LEM	Lemon, 140ct.	CASE	12.38	$ 392.74	X	Wonderful Citrus	Delano, CA
LETBETB	Lettuce, Better Burger Leaf 10#	CASE	1.00	$ 19.50	X	Mann Packing	Salinas, CA
LETGR	Lettuce, Green Leaf 24ct. -Andy Boy	CASE	1.00	$ 15.90	X	D'Arrigo Bros. of California	Salinas, CA
LETGRCR	Lettuce, Green Leaf Crown 10#	CASE	41.00	$ 647.06	X	D'Arrigo Bros. of California	Salinas, CA
LETGEMH	Lettuce, Honey Gem 15ct. Liner	CASE	1.00	$ 26.25	X	Mann Packing	Salinas, CA
LETRO	Lettuce, Romaine 24ct CA	CASE	1.00	$ 15.17	X	D'Arrigo Bros. of California	Salinas, CA
LETCR	Lettuce, Romaine Chopped 6/2LB CA	CASE	142.00	$ 2,115.42	X	Taylor Farms	Salinas, CA
LETROH	Lettuce, Romaine Heart 48ct CA	CASE	2.00	$ 39.93	X	Ippolito International, LP	Salinas, CA
LETSH	Lettuce, Shredded 4/5#	CASE	17.75	$ 271.85	X	Taylor Farms	Salinas, CA
LIM	Lime, 230ct.	CASE	1.67	$ 30.16			
MANDSAT	Mandarin, Satsuma 25# 120ct	CASE	-4.00	$ (123.60)			
MAN	Mango, Tommy Atkins 9ct.	CASE	8.00	$ 84.95			
MICRO	Micro Greens, Intensity Rainbow 4oz	CASE	1.00	$ 13.65			
MUSBB	Mushroom, Button Small 10#	CASE	43.56	$ 878.09	X	Global Mushroom	Gilroy, CA
MUSCR	Mushroom, Crimini 10# -Local	CASE	3.00	$ 73.20	X	Global Mushroom	Gilroy, CA
MUSMAI	Mushroom, Maitake 24/3.5oz	CASE	1.00	$ 40.90	X	Global Mushroom	Gilroy, CA
MUSME	Mushroom, Medium No.1 10#	CASE	8.00	$ 179.20	X	Global Mushroom	Gilroy, CA
MUSPO1	Mushroom, Portabella No.1 5#	CASE	12.00	$ 219.14	X	Global Mushroom	Gilroy, CA
MUSSL	Mushroom, Sliced 10#	CASE	1.00	$ 18.90	X	Global Mushroom	Gilroy, CA
MUSSL1	Mushroom, Sliced No.1 10# Case	CASE	41.00	$ 765.40	X	Global Mushroom	Gilroy, CA
WAL	Nuts, Walnuts Combo H/pcs 25#cs	CASE	1.00	$ 106.45			
ONIDI2	Onion, Diced 1/2" 4/5#	CASE	9.00	$ 209.44			
ONIDI	Onion, Diced 1/4" 4/5#	CASE	1.00	$ 18.13			
ONIJUL	Onion, Julienne 1/4" 4/5#	CASE	-1.00	$ (28.05)			
ONIRE	Onion, Red Jumbo 25#	CASE	32.00	$ 568.82			
ONISL	Onion, Sliced 1/4" 4/5#	CASE	2.00	$ 66.50			
ONIWHDI	Onion, White Diced 1/2 " 4/5#	CASE	2.00	$ 90.48			
ONIJU	Onion, Yellow Jumbo 50#	CASE	33.00	$ 728.23			
ONIGR	Onions Green, 48ct.	CASE	9.38	$ 112.92	X	Ippolito International, LP	Salinas, CA
ORA113	Orange, Valencia 113ct. -California	CASE	56.00	$ 1,378.00	X	Wonderful Citrus	Delano, CA
ORA138	Orange, Valencia 138ct. California	CASE	11.00	$ 266.39	X	Wonderful Citrus	Delano, CA
PARS	Parsnip, 25#	CASE	5.00	$ 165.19	X	Ratto Bros.	Modesto, CA
PEACWH72	Peach, White VF 72sz. 108ct.	CASE	14.00	$ 222.60	X	Scattaglia Growers Shippers LLC	Traver, CA
PEAC1	Peach, Yellow 48-56ct 2 Layer	CASE	8.00	$ 247.79	X	Scattaglia Growers Shippers LLC	Traver, CA
PEACY120	Peach, Yellow VF 84sz. 120ct.	CASE	9.00	$ 162.72	X	Scattaglia Growers Shippers LLC	Traver, CA
PEARAS	Pear, Asian Apple	CASE	7.00	$ 127.30			
SNOPE	Peas, Snow 10# Case	CASE	2.00	$ 45.16	X	Coosemans LA	Salinas, CA
PICO	Pico De Gallo 1/4" 5# Tray	5LB	10.00	$ 93.38			
PINJ	Pineapple, 6-7ct.	CASE	27.00	$ 396.81			
PINSP5	Pineapple, Spears 5# Unit	5LB	28.00	$ 398.36			
PLU	Plums, 50-55sz 140-154ct	CASE	4.00	$ 115.60	X	Scattaglia Growers Shippers LLC	Traver, CA
POT80	Potato, 80ct	CASE	4.00	$ 67.26			
POTRB	Potato, Red B 50#	CASE	8.00	$ 205.58			
POTRQ4	Potato, Red B Quartered w/Skin 20#	20LB	7.00	$ 293.49			
POTSW	Potato, Sweet Medium 40# Carton	CASE	4.00	$ 73.60			
POTYGA2	Potato, Yukon Gold A US2 50#	CASE	1.00	$ 15.03			

POTYGB	Potato, Yukon Gold B US1 50#	CASE	11.00	$ 240.67			
POTYGC	Potato, Yukon Gold Creamer 50#	CASE	1.00	$ 39.15			
RADBU	Radish, Cleaned 25# Bag	CASE	8.00	$ 214.19	X	Boskovich	Salinas, CA
RAS	Raspberry, 12ct. -Driscoll CA	CASE	20.50	$ 645.15	X	Driscoll's	Watsonville, CA
SHAWP	Shallot, Whole Peeled 4/5LB Jars	CASE	1.75	$ 84.32			
SHA	Shallots, Fresh 8/5#	SACK	0.13	$ 4.33			
SPIBA	Spinach, Baby 4#	CASE	22.00	$ 221.27	X	Field Fresh Farms, LLC	Watsonville, CA
SPIBAO	Spinach, Baby Organic 4# Case	CASE	146.00	$ 1,570.65	X	Earthbound Farms/Natural Selection	San Juan Bautista, CA
MES	Spring Mix, 3#	CASE	45.00	$ 359.24	X	Taylor Farms	Salinas, CA
MESOEB	Spring Mix, Organic Earthbound	CASE	12.00	$ 92.52	X	Earthbound Farms/Natural Selection	San Juan Bautista, CA
MESO	Spring Mix, Organic Gourmet 3#	CASE	142.00	$ 1,216.42	X	Earthbound Farms/Natural Selection	San Juan Bautista, CA
SPBEA	Sprouts, Mung Bean 4/5#	CASE	9.50	$ 155.00			
SQUBUMP	Squash, Butternut Dice 1/2" 4/3LB	CASE	30.00	$ 740.24			
SQUCHD12	Squash, Chayote Diced 1/2" 4/5#	CASE	15.00	$ 637.59			
SQUYE	Squash, Yellow 24#	CASE	70.00	$ 1,174.20	X	Baloian Farms	Fresno, CA
ZUC	Squash, Zucchini Med 24#	CASE	73.00	$ 1,155.35	X	Baloian Farms	Fresno, CA
STR	Strawberry, 8/1# -California Grown	CASE	45.50	$ 543.33	X	Duran Sales Inc.	Watsonville, CA
TOM4X5	Tomato, 4x5 Vine Ripe 2 Layer 20#	CASE	97.00	$ 1,686.20			
TOMCH	Tomato, Cherry 12ct.	CASE	80.50	$ 1,524.21			
TOMDIC	Tomato, Diced 3/8" 5#	5LB	82.00	$ 988.74			
TOMBU10	Tomato, Grape Bulk 10#	CASE	1.00	$ 18.52			
TOMHL	Tomato, Heirloom Mixed 10#	CASE	2.00	$ 32.20			
TOMRO	Tomato, Roma 25#	CASE	17.00	$ 264.30			
TOMSL	Tomato, Slices 3/8" 2/5#, Case	CASE	6.00	$ 117.54			
WATCRL	Upland Cress, Living 12ct.	CASE	0.50	$ 10.95	X	Hollandia	Carpinteria, CA
VEGMEDUC	Vegetable Medley Golden Bear 5#	TRAY	31.00	$ 433.32			
WATS4	Watermelon, Seedless 3-4ct. 40# Min	CASE	21.75	$ 449.96			
WATSL	Watermelon, Spears 4"	5LB	28.00	$ 364.32			
YAMJU	Yam, Jumbo 40# -Local	CASE	10.00	$ 189.65	X	AV Thomas Produce	Atwater, CA
	Grand Total		**2838.62**	**$ 50,868.79**			
	Sustainable Total		**1698.21**	**$ 28,885.95**			
	Percentage of Sustainable Purchases			**56.79%**			

DAYLIGHT FOODS

SCHOOL RETURNS & CREDIT POLICY

Please follow the guidelines below when requesting a pick up and/or credit on delivered products

At Delivery,

- Check your delivery thoroughly prior to signing your invoice.
- If any product does not meet your standards and you would like to reject it, please be sure the driver marks both invoice copies accordingly prior to signing the invoice to insure proper adjustments are made. You cannot return items delivered on different invoice, date or time for credit on the invoice being delivered.
- Once you have approved your order (less any items you return), by signing for it you indicate you are satisfied with the delivery.

After Delivery,

- In the event you discover the need to return product after the driver has left the premises, please call our School Team to issue a Return Merchandise Authorization (RMA). The invoice number is required as well as the product must be in its original packaging (including stickers). An RMA number will be given to you by the School Team Representative. This number will be used for tracking purposes by Daylight Foods. When the driver picks up the product on the next delivery day, a customer signature will be required on the RMA.
- Product being returned must –
    - Correspond to the invoice it was purchased on
    - Be in its original packaging (including both, pink and yellow, stickers)
    - Not be temperature abused
    - Not have been mishandled
- Drivers will not pick up product without an RMA (or an RMA verification number).
- **All picks ups/credits must be requested within 24 hours of delivery regardless of your next scheduled delivery day. The purpose of the 24 hour return time notification is to keep our food safety policy intact.**
- No credits will be issued for any special order items.
- Please do no discard product without prior authorization from Daylight Foods
- Please kindly allow us 3 days maximum to process credits (from time of return)

If you have any questions, please do not hesitate to contact our School Team by phone or email: Schools@DaylightFoods.com (408) 770-8310

DAYLIGHT FOODS

Oakland USD /RFP #20-02 Fresh Produce

LOCAL SOURCING

Here at Daylight Foods, we work hard to support small, sustainable farmers who steward our local farm land. We employ two procurement models that help us offer local and sustainable produce that best fit the needs of our customers. Through our conventional distributor model, we are able to work directly with mid-to-large scale local farms that grow at a volume that helps us offer local produce at an affordable price. We are able to focus our procurement on small scale, diversified farmers within 250 miles of San Francisco Bay Area. By working directly with these small farmers who are often excluded from the wholesale market due to their size, we are able to support beginning farmers, farmers who grow specialty varieties and farmers who practice regenerative agriculture. Daylight Foods started the **Daylight 150** program in 2016, focusing on providing our customers with food that is grown in our backyard. The goals of the **Daylight 150** program are as follows:

- Emphasis on local sourcing- within a 150-mile radius of Daylight Foods.
- Supporting local family farms and investing in our local market
- Focus Organic and Seasonal Produce
- Ensuring Highest Freshness and Quality
- Focus on farms using sustainable growing and harvesting methods

In addition, Daylight Foods has assisted Universities and Institutions, help identify and partner with small farms through our Farm Accelerator Program, We facilitated relationships that directly supported local growers and seamlessly integrated with our customer operations. From invoicing to delivering, Daylight Foods has helped develop the logistics of local sourcing. This program supports small businesses, the preservation of local farmland and promotes sourcing tracibility. Daylight Foods has expanded the pool of small farmers that have access to large in-stitutions enabling more growers to become self reliant and participate in shaping the future of our food system. We plan on using this pool of small, local farmers to source the fruits and vegetables to feed the students at Alum Rock Union Elementary School District:

- Coke Farms – Fresh Fruit & Vegetables
- Chelan Fresh – Apples
- Bolthouse Farms – Carrots
- Boskovitch - Celery
- Clover Dairy Farms – Butter, & Dairy
- Field Fresh Farms - Broccoli
- Producers Dairy Farm - Dairy

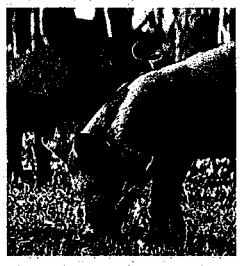
- Andy Boy Farms – Lettuce, Leafy Greens
- Duran Farms - Berries
- Beesweet - Citrus
- Fruition - Citrus
- Scattaglia Farms – Stonefruit
- Taylor Farms – Lettuce, Leafy Greens
- Pacific Tomato Growers – Tomatoes

At Daylight we understand that improving working conditions on farms is both a challenge and a necessity and aim to leverage our buying power whenever possible. We currently work with several growers who utilize different fair labor certification schemes on some or all of their products. Three of the fair labor standards that we recognize at Daylight are Equitable Food Initiative, Food Justice Certification and Fair-Trade Certification.

DAYLIGHT FOODS

Sustainability/Environmental Policy Program

Daylight Foods operates under a sustainable growth plan that incorporates company operations and sustainable practices.



- Operate a fleet of hybrid trucks to minimize carbon footprint
- Policy of "Zero Waste to Landfill"
- Waste produce donated to local farms for livestock feed
  -to date, 3 million lbs. has been kept out of landfill
- Promoted this program to other farms and producers
- Follow a FNTO (Food Never Thrown Out Policy)- Donate food to Local Food Banks and UCOP Food Pantries - to date 20,000 lbs. have been donated
- Energy efficient lighting throughout facility
- All cardboard compacted and recycled
- Our trucks are washed using a water collection and recycling process
- We use newsletter and social media to ensure continual information and purchasing opportunities for campus facilities to employ the use of more locally and organically grown produce
- We use recyclable totes to ship splits - these totes fold flat after use and the driver returns them to the warehouse for use the next day

DAYLIGHT FOODS

List of Local Farms

Name	Phone	Location	Products
Baloian Farms, dba: Baloian Pckg Co	(559) 485-9200	Fresno, Ca.	Cucumbers, Zucchini
Bee Sweet Citrus	(559) 834-4200	Fowler, Ca.	Citrus
Boskovich Fresh Cut	8054872299/ 323-919-7808	Salinas, Ca	Brocolli ,Bok Choy, Celery, Cilantro, Cabbage, Spinach
Calavo Growers Inc.	(805) 525-1245	Santa Paula, Ca.	Avocado
CDS Distributing	(415) 864-8588	Yakima, Wa.	Apples and Pears
Chelan Fresh Marketing	(509) 682-3854	Chelan, WA	Apples and Pears
Christopher Ranch LLC	(408) 847-1100	Gilroy, Ca.	Garlic
Church Bros LLC	(831) 796-1000	Salinas, Ca	Broccoli, Cauliflower, lettuce, leafy greens
Classic Harvest	(559) 549-5980/(559) 753-5240	Dinuba, Ca.	Citrus, Stone Fruit
Coastline Family Farms	(831) 755-1430	Salinas, Ca.	Brocolli, Cauliflower, lettuce, leafy greens
Coke Farm	(831) 623-2100	San Juan Bautista, CA	Strawberries, organic fruit & vegetables
D'Arrigo Bros. of California*	(831) 455-4307	Salinas, Ca	Brocolli, Cauliflower, lettuce, leafy greens
Driscoll's	(831) 763-3367	Watsonville, Ca.	Berries
Duran Sales Inc.	(831) 763-2904	Watsonville, Ca.	Berries
Earthbound Farms/Natural Selection	(831) 634-4201	San Juan Bautista, Ca	Broccoli, cabbage, Cauliflower, lettuce, leafy greens
Field Fresh Farms Produce, LLC	(831) 722-1422	Watsonville, Ca.	Lettuce, leafy greens
First Quality Produce	(559) 442-1932	Fresno, Ca.	IW Fruit & Vegetables
Fresh Innovations California, LL (Jose)/Farmington Fresh (Steven)	(805) 201-3044	Stockton, Ca.	IW Fruit
Fruition Sales Inc.	(559) 626-7917	Orosi, Ca.	Citrus
Global Mushroom Farm	(831) 688-3898	Gilroy, Ca.	Mushrooms
Green Gate Fresh, LLLP	(510) 569-0304	Salinas, Ca.	Cabbage, coleslaw, lettuce,leafy greens
Grimmway Farms	(520) 281-2700	Bakersfield, Ca.	Carrots
HMC Marketing	(559)897-6696	Kingsburg, Ca.	Grapes
Hollandia Produce, LP	(510) 996-5107	Carpinteria, Ca.	Lettuce

Ippolito International, LP	(650) 342-4525	Salinas, Ca.	Asparagus, Brocolli, Cauliflower, celery, onions, leafy greens, lettuce, snow peas, snap peas
Kingsburg Orchards	(559) 801-8108	Kingsburg, Ca.	Stonefruit
Lakeside Organic Gardens*	(831) 761-8797	Watsonville, Ca.	Bellpeppers, Broccoli, Cauliflower, lettuce, mixed greens
Mann Packing Company, Inc	(831) 422-7405	Salinas, Ca.	Leafy Greens, squash
Mastronardi Produce West dba Sunset Grown Brand	(831) 424-0518	Salinas, Ca.	Tomatoes, Cucumber, Bellpeppers, eggplant
Monterey Mushroom Inc.		Gilroy, Ca.	Mushrooms
Pacific Tomato Grower	(941) 722-3291	Tracy, Ca.	Tomatoes
Perry and Sons	(209) 249-2400	Manteca, Ca.	Melons
Ratto Bros. Inc.	(209) 545-4445	Modesto, Ca.	Beets, Cabbage, lettuce, parsley, leafy greens
Scattaglia Growers Shippers LLC	(559) 897-2667	Kingsburg, Ca.	Stone Fruit
Steinbeck Country Produce	(860) 874-5890	Salinas, Ca.	Berries, Brocolli,cauliflower,celery, lettuce, leafy greens, onions,snap peas
Stellar Distributing	(831) 754-1577	Madera, Ca.	Kiwi fruit, persimmons
Suprema, LLC	(831) 636-3900	Hollister, Ca.	Lettuce, leafy greens
Taylor Farms California, Inc.*	(831) 455-3644	Salinas, Ca.	Brocolli, lettuce, leafy greens,spinach
Vincent B. Zaninovich & Sons, Inc.	(209) 982-5248	Richgrove, Ca.	Grapes

FRESH PRODUCE CONTRACT

This Agreement is entered into by and between Oakland Unified School District ("OUSD") and Daylight Foods, Inc., (Contractor), a California Corporation (collectively, the "Parties").

1. DEFINITIONS

    a. "District" and "OUSD" each mean the Oakland Unified School District.

    b. "Contractor" or "Vendor" means the entity doing business with the District.

    c. "Purchaser" means a representative of the District's Nutrition Services Department.

    d. "Parties" means the District and Contractor together, and "Party" means either the District or the Contractor in the singular and depending upon the context in which the term is used.

    e. "Contract" "Agreement" and "Purchase Agreement" shall each mean this Agreement entered into between the District and the Contractor.

2. TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT

    a. The term of this Agreement shall be for the 2020-2021 fiscal year, unless terminated earlier pursuant to Section 14 (Termination). This Agreement may be extended for up to two (2) additional one-year terms by mutual agreement of Parties after the District has conducted an annual Vendor Performance Evaluation.

    b. Notwithstanding the foregoing, this Agreement shall be effective only upon execution of this Agreement by the duly authorized representatives of the Parties, and approval by the Board of Education.

    c. The dollar amount of this Agreement shall not exceed $1,300,000 per fiscal year and shall be set forth in the approved Board of Education Memo that shall be attached and incorporated into this Agreement as though fully set forth herein, once approved, and shall be based upon Contractor's bid and the pricing provisions set forth in this Agreement. It shall be the responsibility of the Contractor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

3. PAYMENT FOR PRODUCTS AND SERVICES PROVIDED

    a. The District agrees to pay and the Contractor agrees to accept as full payment for its performance of this Agreement, the Contractor's actual cost of the food and food supplies provided to District, as provided for in this Agreement, plus Contractor's fixed percent in accordance with the Contractor's bid price, provided however that the District's obligations under this Agreement shall not exceed the not-to-exceed amount of this Agreement approved by the Board of Education pursuant to Section 2 ("Term; Effective Date; Amount of Agreement").

b. Payment to the Contractor by the District shall be net sixty (60) days pursuant to this Agreement, and after receipt of properly documented invoices. Invoices submitted by Contractor must be in an invoicing form acceptable to the District pursuant to Section 25 ("Invoicing").

4. ESTIMATED USAGE. Usage given is estimated based on District use or projected use over approximately six (6) months. These quantities are not guaranteed by the District but are included for information and planning purposes only. The District reserves the right to purchase more or less of the units specified. The District does not guarantee minimum compensation to be paid to Contractor.

5. PRODUCT SUBSTITUTION. Contractor may not supply substitutions, brand changes, or reformulations of products without the written authorization by the District. If during the course of this Agreement there is a manufacturer's brand change or reformulation of the product, the vendor shall not automatically substitute the product. The vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by the District for approval prior to further shipment. The District shall be the sole judge of whether the product(s) are acceptable.

6. QUANTITY AND QUALITY OF MATERIALS AND SERVICES. Contractor shall furnish and deliver the products /services designated by this Agreement. All materials, supplies or services furnished under the Agreement shall be in accordance with the District specifications, the District sample, or the sample furnished by the Contractor and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at Contractor's expense. All items of equipment and individual components, where applicable standards have been establish shall be listed by the Underwriter Laboratories, Inc., (UL) and beat the UL label.

7. PAYMENT DOES NOT IMPLY ACCEPTANCE OF PRODUCTS. No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

8. BUY AMERICAN. Contractor agrees to comply with California Public Contract Code section 3410 and Title 7, Code of Federal Regulations 210.21(d) and a preference to U.S. Grown processed foods, produce, etc. shall be provided when economically feasible. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

9. FOOD SAFETY. Contractor shall comply with all federal, state, and local mandates regarding food safety and Contractor is expected to have adequate controls in place to ensure the safety of the food and beverages provided.

10. TAXES. The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in any invoice presented for payment. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor and at no additional cost to the District.

11. FORCE MAJEURE CLAUSE. The Contractor will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss, shortage, transportation facilities, walkout, or commandeering of materials, products, plants, or facilities by . Satisfactory evidence must be presented to the District demonstrating that the non-performance the government provided that the non-performance is not due to the fault or neglect of the supplier. In such cases, however, satisfactory evidence thereof must be presented.

12. INSURANCE.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Contractor shall procure and maintain during the full term of this Agreement, at the Contractor's expense, insurance acceptable to the District and as follows:

i. Comprehensive General Liability Insurance for Combined Single Limit for Bodily Injury and/or Property Damage of not less than $1,000,000 (one million dollars) per occurrence and $5,000,000 aggregate.

ii. Automobile Liability Insurance with limits not less than $250,000 per person and $500,000 per occurrence for bodily injury liability and $100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract.

iii. Workers' Compensation Insurance, with Employer's Liability in such amounts as required by law.

b. Commercial General Liability and Business Automobile Liability policies must provide the following:

i. Name as Additional Insured "The Oakland Unified School District, its Board, officers and employees.

ii. ii. That such policies are primary insurance to any other insurance available the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

c. All policies shall provide thirty (30) days advance written notice to the District of cancellation, nonrenewal or reduction in coverage to the following office:

Oakland Unified School District
Attn: Risk Management
1000 Broadway, Suite 440

Oakland, CA 94607

d. If any policies are written on a claims-made form, Contractor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for the period of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request. Contractor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.

h. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

13. CONTRACTOR DEFAULT; REMEDIES. If the Contractor fails to fulfill its obligations under this Contract, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (a) terminate this Contract at no cost to District in accordance with Section 14 (“Termination”) herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Contractor any event of default. Contractor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between District and Contractor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract between District and Contractor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

14. TERMINATION.

a. In the event of Contractor default pursuant to Section 13 ("Contractor Default; Remedies") of this Contract, wherein Contractor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective thirty (30) days after Contractor's receipt of written notice of termination from the District delivered pursuant to Section 22 ("Notice to the Parties"). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Contractor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 13 ("Contractor Default; Remedies") herein, District may offset from any such amounts due Contractor any costs to District arising from Contractor's default and may otherwise demand payment from Contractor of such costs.

b. The District may terminate this Contract prior to expiration of the term without cause and without penalty, in whole or in part for District's convenience and without cause at any time by giving Contractor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 22 ("Notice to the Parties"). The District reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, the quality of services are seriously affected, or the vender ceases operations. In the event of such termination, the District may award the contract to the next lowest bidder provided that such an award complies with Public Contract Code section 5106.

In event of termination for convenience, Contractor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Contractor after the specified date termination. Such non recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section.

c. With mutual agreement of both Parties, this Contract may be terminated by giving not less than thirty (30) days written notice of such termination.

15. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the District, its Board, officers, employees from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the supplier or by a person, firm, or corporation employed directly or indirectly by him, in connection with his performance under the order.

b. Any injury to person or property sustained by any person, firm, or corporation caused by any act of neglect, default, or omission of the supplied or of any person, firm or corporation employed directly or indirectly employed by him in connection with his performance under the purchase order.
c. Any liability that may arise from the furnishing of the use of any copyrighted or uncopyrighted composition, secret process, or patented, or unpatented invention in connection with his performance under the order.

16. LIABILITY OF DISTRICT. District's payment obligations under this agreement shall be limited to the payment of the compensation provided under this contract. Notwithstanding any other provision of this agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this agreement or the services performed in connection with this Agreement.

17. INDEPENDENT CONTRACTOR. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Contractor's performing services and work, or any agents or employee of Contractor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

18. ENTIRE CONTRACT; SEVERABILITY. All of the agreements between the Parties are included in the Agreement and Contractor's attached proposal. No warranties, expressed or implied, representations, promises or statements have been made by either Party except as expressly provided. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

19. MODIFICATION OF AGREEMENT.

a. No oral statement of any person whosoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement.

b. The District reserves the right to modify the awarded contract by mutual agreement so long as such modification would not result in a material change to the solicitation an awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by the District.

20. CHOICE OF LAW/VENUE.

This Contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

21. SUSPENSION AND DEBARMENT CERTIFICATION. Through its execution of this Agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

22. NOTICE TO THE PARTIES. District and Contractor understand and agree that notice to the Parties shall be as follows:

a. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it via first class mail or certified mail with a return receipt requested, or via nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed as in Subsection D of this Section, below.

b. Notices herein shall be deemed to have been received two (2) business days after the date when they shall have been mailed if sent by first class mail, certified mail or overnight courier, or upon the date personal delivery is made.

c. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.

d. Notice to the Parties shall be addressed as follows (or such alternative address as may be provided in writing):

NOTICE TO THE DISTRICT:

Nutrition Services Department

Attn: Irene Reynolds

2850 West Street

Oakland, CA 94608

EMAIL ADDRESS Irene.reynolds@ousd.org

NOTICE TO THE CONTRACTOR:

CONTRACTOR: Daylight Foods, Inc.

CONTACT NAME Chris Kouretas

STREET ADDRESS 30200 Whipple Road

CITY, STATE, ZIP Union City, CA 94587

TELEPHONE/FAX (510)594-4374

EMAIL ADDRESS chrisk@daylightfoods.com

23. CIVIL RIGHTS ASSURANCES. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992.
Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

24. DELIVERIES TO DISTRICT. Food items should be clearly labeled and palletized by school name. The Contractor shall be responsible for delivery to all school locations designated by the District (F.O.B. Destination). The number and location of delivery sites is subject to change. The District will provide Contractor with a schedule of deliveries. The Contractor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District's facilities on a scheduled basis. All work shall be performed in a thorough and workman-like manner under the administration of, and to the approval of the District. Two copies of an itemized delivery form will be left with the site representative. Shortages, damaged and unacceptable items will be noted on the delivery slip. Items not accepted must not be billed to the District. The District reserves the right to reject any product. The Contractor shall notify SNS at least 72 hours prior to the regular delivery of any unfilled order to allow sufficient time to or-der a substitute item. Emergency next day deliveries may occasionally be required.

25. INVOICES. Invoices shall be provided upon delivery of materials or services performed. Quantities, item descriptions, unit prices, date and delivery site name must be on all invoices. Payment terms shall be net sixty (60) days. The person receiving the material must sign the invoice. The District shall make payment for materials, supplies, or services furnished under the Agreement within a reasonable and proper time after acceptance thereof and approval of invoices by the authorized District representative.

The invoices shall contain the following; purchase order number, site location, date, item number, SNS item number, description, commodity designation, quantity, price and extended totals. Failure to provide the above information may result in delay of payment.

Invoices shall be matched to SNS purchase order by item, quantities and case price. For any invoice that does not match, SNS will correct the invoice based on the receiving documents at time of delivery.

Contractor shall issue credits for products that do not meet the District's standards such as: Product shortage upon delivery; product quality; food safety and/or sanitation; specifications set forth in the RFP/bid.

26. ALLOWABLE COSTS. The costs incurred by Student Nutrition Services for the benefit of school children are deemed allowable within the National School Lunch Program. Allowable cost will be paid from the nonprofit school food service account to the Contractor net of all discounts, rebates and other applicable credits accruing to or received by the Contractor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. (7 CFR 210.21(f)(i)). The Contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the Contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. (7 CFR 210.21(f)(A)(B)).

27. DOCUMENTATION. Any and all documents, books, records, invoices, and/or quotations of District's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and

transcriptions by the District, State, and Federal representatives and auditors in accordance with Federal regulations. Contractor must ensure that any such records held by a subcontractor are likewise subject to these provisions.

The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990.

DAYLIGHT FOODS, INC.

_____

OAKLAND UNIFIED SCHOOL DISTRICT

_____

Jody London

President, Board of Education

_____

Kyla Johnson-Trammell

Superintendent and Secretary, Board of Education

Approved as to Form:

Andrea Epps

Deputy General Counsel