

Murrieta Valley Unified School District
Nutrition Services Department
41870 McAlby Court
Murrieta, CA 92562
(951) 696-1600
jlancaster@murrieta.k12.ca.us

REQUEST FOR PROPOSAL (RFP)
RFP No. 2023-2024-15NS Fresh and Processed Produce
Includes procurement and delivery of fresh and processed produce items

All RFPs shall be on forms provided. RFPs received after the specified time will not be accepted and shall be returned to the company, unopened.

RELEASE DATE: March 7, 2024

PUBLICATION DATES: March 7, 2024 & March 14, 2024

RFP DUE: April 2, 2024 **TIME:** 10:00 a.m.

RFP AWARD: April 4, 2024 *Pending Board Approval

RECAP OF RFP: Recap of RFPs available after April 30, 2024



GOLD STAR FOODS

RIVERSIDE COUNTY COOPERATIVE

LEAD DISTRICT

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL

2023-2024-15NS FRESH & PROCESSED PRODUCE

DUE DATE: APRIL 02, 2024 @ 10:00A.M.

GOLD STAR FOODS BID RESPONSE ENCLOSED

(800) 540-0215

3781 E Airport Drive, Ontario, CA 91761

GOLDSTARFOODS.COM



GOLD STAR FOODS

April 2, 2024

Riverside County Cooperative
41870 McAlby Court
Murrieta, CA 92562

Re: **REQUEST FOR PROPOSAL (RFP) RFP No. 2023-2024-15NS Fresh and Processed Produce**

We are pleased to respond to your recent Request for Proposal. Over the past 45 years, Gold Star has been working to create the most efficient and specific system designed exclusively for School Nutrition Programs. Our Fresh Produce Program has grown to be the largest system for School Nutrition in the United States. This growth and school district adoption has happened with a commitment in Farmer Partnerships, Forwarding Contracting and Committed Logistics. We can offer a specific, custom system for your department(s), meeting your student customers' needs and your department's budgetary requirements.

The successful model that Gold Star utilizes exceeds what is required in this Request for Proposal. Specifically, Gold Star provides:

- A comprehensive food safety program (Safe Quality Food) that ensures compliance with the Food Safety Modernization Act, full traceability of foods, and a robust recall program.
- Dedicated Customer Experience and Support Staff who are trained on specific aspects of the school meal programs (meal pattern compliance, USDA Foods, Smart Snacks, Buy American, etc.)
- Over 12 years of experience procuring and delivering fresh produce to school districts in California.
- Support for the districts with events like Family Food Shows (Perris Elementary) and Taste Testing opportunities (Lake Elsinore) to drive Nutrition Education and Public Awareness.
- A fleet of Multi-Temp trailers, all equipped with lift-gates to accommodate various delivery types.
- State of the Art Technology - School Nutrition specific ordering, reporting and compliance documentation.
- Local Foods for Schools Farmers, Producers and IT Systems to seamlessly track grant compliance

We are confident in our ability to supply the Riverside County Cooperative with an innovative business model that will ensure your success utilizing an effective and efficient model without compromising the level of service expected in the school nutrition industry. We thank you for considering Gold Star for this opportunity.

Respectfully,

John Cho – V.P. of Revenue Management

REQUEST FOR PROPOSAL (RFP)
RFP No. 2023-2024-15NS Fresh and Processed Produce
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B. GENERAL CONDITIONS AND INSTRUCTIONS:

RFPs are requested for furnishing food products, from July 1, 2024 through June 30, 2025.

This RFP is being issued cooperatively by the Riverside County School Districts listed below. Each School District acting by and through their Governing Boards request pricing for procurement and delivery of fresh and processed produce items. Participating DISTRICTS below will be referred to as DISTRICTS in this RFP.

- Murrieta Valley Unified School District
- Temecula Valley Unified School District
- Lake Elsinore Unified School District
- Menifee Union School District
- Perris Elementary School District
- Perris Union High School District

The following table provides a synopsis of the DISTRICTS business. Attached you will find school calendars for each of the DISTRICTS schools. The awarded vendor will be provided with delivery sites; manager's name, telephone number, email and fax number.

SCHOOL DISTRICT	NO. OF SITES	DELIVERY TIMES	DELIVERY DAYS	EST. ANNUAL EXPENDITURE	ACCEPTS NIGHT DELIVERY	KEY PROVIDED
Murrieta Valley Unified 41870 McAlby Ct. Murrieta, CA 92562	18	6:00 am to 1:00 pm	Tuesday & Friday	\$575,000	No	No
Lake Elsinore Unified 550 Birch St. Lake Elsinore, CA 92530	10	6:00 am to 12:00 pm	Tuesday & Thursday	\$800,000	No	No
Temecula Valley Unified 31350 Rancho Vista Rd. Temecula, CA 92592	28	7:00 am to 1:00 pm	Tuesday & Friday	\$410,000	TBD	TBD
Menifee Union 29775 Haun Road Menifee, CA. 92586	6	Night Drops	Sunday & Tuesday	\$275,000	Yes	Yes
Perris Elementary 143 East First Street Perris, CA. 92570	8	6:00 am to 12:00 pm & dark drop	Sunday night & Wed. Morning	\$425,000	Yes	Yes
Perris Union High SD 155 E. 4 th Street Perris, CA. 92570	6	6 am to 11 am	Tuesday & Thursday	\$350,000	No	No

- A. The DISTRICTS reserves the right to purchase more or less of the units specified.
- B. Proposals: RFPs shall be written in ink or type written. Send to Murrieta Valley Unified School District, Jill Lancaster, Director, Nutrition Services, 41870 McAlby Court, Murrieta, CA 92562. Proposals are to be verified before submission, as they cannot be corrected after RFPs are opened. RFP opening will be non-public. The signatures of all persons signing shall be in longhand. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. For information about RFP procedures, contact Jill Lancaster at MVUSD Nutrition Services.
- C. **Pricing shall be entered into the pricing spreadsheet and submitted with proposal on a data storage device in excel format. Electronic storage devices will not be returned.**
- D. Addenda or Bulletins: Any addenda or bulletins issued by the DISTRICT during the time of RFP processing to the Vendor for the preparation of this RFP shall be covered in the RFP and shall be made part of the contract. Addenda or Bulletins will be posted on Murrieta Valley Unified School District's website with the original RFP.
- E. Withdrawal of RFPs Prior to due date: Any Vendor may withdraw his RFP, either personally or by a written request, at any time prior to the scheduled due date.
- F. Withdrawal of RFPs after due date: A Vendor may not withdraw his RFP for a period of sixty (60) days after the due date.
- G. Interpretation of Documents: If any person contemplating submitting a RFP for the proposed contract is in doubt as to the true nature of any part of the RFP documents or finds discrepancies, in or omissions from, he/she may submit to the MVUSD, Nutrition Services Director, Jill Lancaster, a written request for an interpretation or correction hereof. Requests must be received a minimum of 3 days prior to close. Any interpretation or addendum duly issued by said Nutrition Services Director and a copy of such addendum will be posted on the Murrieta Valley Unified School District's website with the original RFP. The DISTRICT will not be responsible for any other explanation or interpretation of the RFP documents.
- H. Award or Rejection of RFPs: The award of the contract, if made by the DISTRICT, will be to the lowest responsive and responsible Vendor. Product quality, student acceptability of product and dependable service will be main factors in the determination of this award. It must be clearly evident that a Vendor is capable of promptly delivering all items on the RFP list. A Vendor's past delivery and performance practices relating to any previous and existing contracts will be examined. Vendors who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Vendor, disqualifying the

Vendor for contract award. This RFP will be awarded to one vendor. The DISTRICT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the DISTRICT. The DISTRICT reserves the right in its absolute discretion to accept RFPs as deemed necessary for the best interest of the Nutrition Services Department. The DISTRICT may take into account the performance of the Vendor with respect to any recent contract(s) with the DISTRICT and other school districts. The Governing Board of the DISTRICTS, reserves the right to reject any one or all RFPs, to waive any informalities in the RFPs or in the process, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever RFP is deemed to be the lowest responsible RFP MEETING ALL THE CRITERIA SPECIFIED IN THE RFP. All Vendors will be notified in writing of the award.

C. TERM OF AGREEMENT:

The term of this agreement will be from July 1, 2024 through June 30, 2025.

III. CONTRACT RENEWALS:

If mutually agreeable, the DISTRICTS reserve the right to renew the contract for a period of two (2) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the DISTRICT. Such renewal will be made by notifying the Vendor in writing, thirty (30) days prior to the expiration of the contract.

IV. PRICING:

- A. Pricing for items listed is to be firm for the period of July 1, 2024 through June 30, 2025.
- B. All proposals must be quoted delivered to the designated sites. No additional freight, labor or fuel surcharges will be permitted or allowed.
- C. Prices must be listed by pack size as indicated on spreadsheets.
- D. In the event of severe market changes, a price escalation may be requested to the DISTRICT No later than fifteen (15) days prior to the price change. Any request for escalation in price shall be in writing, and include written proof of cost increases or other justification supporting the request for the escalation. Justification must be based on documents approved by the DISTRICT. The DISTRICT reserves the right to cancel any contract if price escalation is unacceptable, and to solicit other Vendors for any part or portion of the RFP.
- E. Pricing should reflect best annual price for times product is seasonally available.
- F. Evaluation of pricing: Annual pricing will be evenly weighted, multiplying annual pricing by estimated usage. Adjustments will be made for different pack size and non-like items will be removed and not considered in the evaluation of pricing.

- G. Geographic preference: the DISTRICTS reserve the right to purchase up to 10% of produce from local farmers. DISTRICTS have the discretion to determine the local area to which the geographic preference option will be applied.

V. QUANTITIES:

The quantities listed herein are estimates only. The DISTRICT reserves the right to purchase more or less than the quantities stated.

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

Additional goods: DISTRICTS may add up to 10% of the value of the contract in additional goods after the contract is awarded.


VI. PREPARATION OF RFP:

- A. The RFP must be signed in the name of the company and be in longhand of the person authorized to sign RFP.
- B. Prices must be in ink or typewritten. No pencil figures permitted.
- C. Erasures or Alterations: All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the RFP. Any change of the printed portion of the RFP form itself constitutes alteration and is cause for immediate rejection of the RFP.

VII. SANITATION PRODUCT QUALITY: **SEE ATTACHED**

All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and plant shall meet state and county health department requirements to assure clean, sound, and sanitary products. A copy of the Vendor's Food Safety Plan and Health inspection reports are required. Third party inspection of facility is recommended.

Food Products shall be handled on Vendor's premises under such controlled temperatures and conditions as are required by state and local statutes and regulations. The DISTRICT shall have the right to inspect Vendor's premises without prior notice, it being agreed that the Vendor's full compliance with all legal requirements is of the essence of this Agreement and that the Vendor's failure to abide by such legal requirements shall result in the termination of the Agreement. Moreover, the Vendor agrees to immediately inform the DISTRICT in writing of the result so any inspection of its premises and food preparation locations by governmental inspectors or others which resulted in other than an "A" rating and of any claim by any party that food products of any nature provided by the Vendor resulted in sickness, death or other injury to the claiming party.

	GOLD STAR FOODS	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
Document Title: Food Safety Plan		Revision Date:	01/15/2024
Department: ALL Departments		Revision #	12
Prepared By: Jaime Anguiano	Approved By: Pedro Osorio		Page 1 of 6

Introduction to Gold Star Foods Inc.

STREET ADDRESS:

3781 E. Airport Drive
Ontario, CA 91761

MAILING ADDRESS:

P.O. Box 4328
Ontario, CA 91761

FEDERAL I.D. NUMBER:

26-1340567

TELEPHONE:

Toll Free..... (800) 540-0215
Local..... (909) 843-9600

FAX:

Office.....(909) 843-9659

HOURS:

Monday - Friday 6:00 AM - 5:00 PM

Company Overview:

Gold Star Foods Inc. "Gold Star Foods" began operations in 1966 as a distributor of meat products primarily to coffee shops in the Los Angeles area. "Gold Star Meat Company", a family owned business, was purchased in 1978 and under new ownership the focus of the business shifted from restaurants to Southern California School Districts. To better reflect the image of a changing inventory, the name was changed to "Gold Star Foods" in 1983 and most recently to "Gold Star Foods Inc". Since 1978, Gold Star Foods customer base has grown to over 300 school districts throughout the Southwest. As a result of our commitment to excellence, we have been recognized nationwide by the United States Department of Agriculture and the American School Food Service Association as one of the outstanding food service distributors to school districts.


A leader in the provision of School Nutrition Food and Supplies, Gold Star is widely considered one of the United States' premier processed commodity distributors. Our founder's vision became a system where school food operations can order and use commodities just like commercial products. The result? The children have products that are appetizing, and the districts can utilize government subsidies. Gold Star Commodity Programs have grown to supply all items used in school meal programs:

- Frozen
- Grocery
- Fresh and Frozen Bread
- Produce
- Paper & Supplies

Food Safety, Product Recall, & Biosecurity:

Keeping students safe is our primary role. At Gold Star tremendous investment is made to ensure the integrity of the products we deliver. HACCP is not a buzz word, how we manage your goods through our system to your door. Using outside, third party companies, our systems are evaluated and graded to make sure the systems are in place and working. Food integrity also requires that food security systems are in place as mandated by industry best practices and USDA Biosecurity requirements.

Plant Description:

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Gold Star Foods facility has 36 loading doors. The construction is primarily concrete tilt-up walls built on a cement slab. Walls and ceilings are constructed of sheet metal with anodized white sanitary coating. The roof is flat, but with adequate drainage to minimize standing water.

The total plant footprint is 252,310 square feet.

Freezer 83,660 SF

Refrigerated Storage 24,700 SF

Produce Storage 3,600 SF

Dry Grocery Storage 41,800 SF

Bread Operations 12,500 SF

Dry Dock 16,600 SF

Refrigerated Dock 17,400 SF


Engine Room 2,600 SF

Main Office 15,300 SF

Shipping/Receiving Office 3,040 SF

HACCP Leadership Team

Name	Title	Responsibilities	Qualifications/Experience
Derrick Britton	VP Operations Officer	HACCP Team Member (714) 270 - 3057	Over 30 years of Food Operations and Distribution Experience.
Pedro Osorio	Director of Safety/HACCP	HACCP Team Leader SQF Practitioner (323) 496 – 7280	SQF Practitioner trained HACCP certified
Jeff Regan	Director of Operations	HACCP Team Member (209) 607 - 0369	HACCP trained
Octavio Salazar	VP of Operations	HACCP Team Member (909) 437-9513	HACCP Trained
Ed Taylor	Director of Warehouse	HACCP Team Member (909) 230 - 8749	HACCP Trained
Danny Garcia	Director of Transportation	HACCP Team Member (562) 301 - 8541	10 years Food Operations and Distribution experience.
Jaime Anguiano	SQF Practitioner	HACCP Team Member (909) 806 - 9295	HACCP Trained
Richie Cabrera	Inventory Control	HACCP Team Member (909) 268-3091	HACCP Trained
Karen Rosales	VP OF Merchandising	HACCP Team Member (626) 428-9340	HACCP Trained
Chris Chambers	Warehouse Manager Missouri	HACCP Team Member (760)486-5264	HACCP Trained
Karoline Mendenhall	IC Missouri	HACCP Team Member (636)466-6481	HACCP Trained
Wendy Miller	Warehouse Manager Pennsylvania	HACCP Team Member (814)506-0734	HACCP Trained

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Christopher Strait	IC Pennsylvania	HACCP Team Member (814)381-4688	HACCP Trained
Shane Shaffer	Warehouse Manager Houston	HACCP Team Member (971)353-2260	HACCP Trained
Bernardo Leija	IC Houston	HACCP Team Member (346)449-0269	HACCP Trained
Mike Perry	Warehouse Manager Oregon	HACCP Team Member (971)353-2260	HACCP Trained
Isaac Cantu	IC Oregon	HACCP Team Member (503)607-6137	HACCP Trained

Introduction to HACCP


Introduction: Hazard Analysis Critical Control Point, or HACCP, is a system which gives us a proactive common-sense approach to the safety management of our food products. HACCP was originally designed in the early days of the American manned space Program, and was developed by the Pillsbury Company, NASA and the United States Army laboratories, to ensure the Microbiological safety of the astronauts' food. HACCP (Hazard Analysis Critical Control Points), which is a global standard developed as part of [Codex Alimentarius](#) to improve upon and synchronize international food standards, guidelines, and codes of practice to protect the health of consumers. The HACCP system was launched publicly in 1971 and is designed to identify and control hazards that may occur anywhere in a food processing operation. The benefits of the HACCP system are as follows:

- A Preventative System
- A Systematic Approach
- Helps demonstrate 'Due Diligence'
- Internationally accepted
- Strengthens Quality Management Systems

Scope: The purpose of this food safety program is to identify and control, prevent, and eliminate food safety hazards.

The HACCP Team has defined the Scope of this analysis to begin with the receiving of ingredients and packaging to the shipment of the finished product to the customers, taking into account all possible Microbiological, Chemical, Physical and Intentional hazards which could occur during this process. The HACCP team will also take into consideration all potential hazards from the Country of Origin of all sourced products


The HACCP Team will ensure that all working practices adhere to all current food safety legislation.

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Definitions

TERM	DEFINITION
Critical Control Point (CCP)	A step at which control can be applied and is essential to prevent or eliminate a food safety hazard or reduce it to an acceptable level.
Pre- Requisite Programs	Practices and procedures forming the basis of preventable actions: <ul style="list-style-type: none"> ▪ Receiving, Storage & Transport ▪ Approved Supplier Program ▪ Calibration & Maintenance ▪ Cleaning & Sanitation ▪ Pest Management ▪ Staff Training ▪ Personnel Practices ▪ Product Identification, Traceability & Recall ▪ Premises (buildings & site) ▪ Complaint Management ▪ Allergen Control
Hazard Analysis	A tabulated record of all Hazards that affect or have the potential to affect the safety of the products under analysis.
HACCP	Hazards identified in the risk analysis as being of significance and their respective control measures are transferred to the HACCP table. The critical limit of these hazards is specified. Details of who will monitor the critical limit to make sure it is not broken are given. Actions to be taken when critical limits are broken are also given. Records of monitoring activities are listed.

Methodology:

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Flow Chart: The flow chart has been designed so that each step of the process has been identified

Hazard Analysis Table: The method used to establish CCP's within this HACCP plan has been based on the significance of each hazard and the likelihood of occurrence as determined by the Hazard Analysis table. Hazards which can be controlled, prevented or eliminated by the application of Pre-Requisite Programs are not included in the HACCP plan. Therefore, these hazards have been identified in the risk analysis and have not been carried forward to the HACCP table as CCP's. Hazards controlled by Pre-Requisite programs may be monitored without a record maintained

HACCP Table All hazards not controlled by Pre-Requisite programs and defined as highly significant have been carried over to the HACCP table as a CCP. These hazards are all monitored, and a record of that activity maintained.

Guidance: The HACCP plan has been prepared in accordance with: FDA Hazard Analysis and Critical Control Point Principles and Application Guidelines Adopted August 14, 1997, National Advisory Committee on Microbial Criteria for Foods and CODEX Alimentarius Guidelines 97/13A for HACCP.

Revision History			
Rev #	Issue Revision Date	Revised By	Reason for Revision
1	01/11/16	Pedro Osorio	New
2	02/26/16	Wayne Warner	Update to SQF 7.2 Quality manual
3	03/18/16	Pedro Osorio	Updated HACCP team
4	12/28/16	Pedro Osorio	Removed Marc Jimenez
5	5/1/2017	Pedro Osorio	Added Joe Villarreal, removed Larry Noble
6	3/14/2018	Jaime Anguiano	Added Tim Christoni, removed Joe Villarreal, Added Mike Lapacka removed Erick Osorio
7	1/8/2019	Jaime Anguiano	Added Les Wong and Bob Miles updated plant description
8	1/2/2020	Jaime Anguiano	Updated Document to meet SQF edition 8.1
9	1/16/2021	Jaime Anguiano	Added Alfredo Hernandez, Robert Avery, and Ben Chapman
10	1/15/2022	Jaime Anguiano	Added team members from Missouri, Texas, Colorado, Oregon, Pennsylvania
11	1/15/2023	Jaime Anguiano	Removed Mike Lapacka
12	1/15/2024	Jaime Anguiano	Updated Team Members



GOLD STAR FOODS

**SQF 2.4
Food Safety System**

DOCUMENT # 2.4.3

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VIII. PRODUCT QUALITY

The Vendor agrees to present Food Products purchased by the DISTRICT in an appealing and appropriate manner. Vendor shall be responsible for quality control with respect to the Food

Product to assure consistent quality of Food Products served to individual consumers. In connection therewith, the Vendor shall comply with the regulations established in Section 113700 *et seq.* of the California Health and Safety Code. Cold food must be delivered at 41° degrees or less upon delivery. The DISTRICT shall have the right to reject any or all food products furnished to the DISTRICT which in its opinion do not meet standards of quality and/or proper temperature.

If it becomes necessary during the term of this contract to test any food product for ingredient content, wholesomeness, food borne bacteria, contamination or other cause, the Vendor will be responsible for any cost incurred by the DISTRICT for this. The cost will be deducted from the balance in accounts payable due to the Vendor

All products must follow the specifications as indicated. All products must be fresh and U.S. Grade 1 or better unless otherwise specified. All processed vegetables should be sealed in airtight plastic bags. In the event of off flavor, damage, or otherwise unusable product, provisions must be made for pick up, exchange, and issuance of proper credit.

IX. PRODUCT FORMULATION REQUIREMENTS

Required Documents for each Product:

- A. In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder shall be required to provide or make available, electronically, a complete nutritional analysis of all processed products including Nutrition Fact Label and/or Product Formulation Statements. USDA Food Fact Sheets are acceptable for unprocessed produce.
- B. Nutrition Facts Panel. Required nutritional information: weight of product, total calories, total fat, saturated fat, trans-fat, cholesterol, protein, carbohydrates, calcium, iron, fiber, vitamin A, vitamin C, sodium.
- C. All processed foods should not contain artificial trans fats.
- D. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.
- E. In order to meet the fruit and vegetable requirements whole fruit and vegetables and processed packaged fruit and vegetables must meet the ½-cup requirement.

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

X. CODING: The date of production must be clearly stamped on each case or unit.

XI. PACK: If a pack is other than stated on the proposal, Vendor shall specify pack.

XII. PRODUCT SUBSTITUTIONS:

The DISTRICT will not allow substitutions without prior approval. In the event contractor is Unable to deliver an item as specified in this contract, notification of shortage must be made orally, by facsimile or by electronic mail at least 24 hours prior to scheduled delivery to the Nutrition Services Department. An equal or better substitute product must immediately be made available to the DISTRICT for approval and subsequent distribution to the cafeterias, at no additional charge to the DISTRICT for product, freight, or redelivery. When substitutions do occur, Contractor shall provide nutritional statements, ingredient listings and the product formulation statement of the replacement product to the Nutrition Services Department.

XIII. DELIVERY:

- A. Successful Vendor agrees to make deliveries, as requested by DISTRICTS Nutrition Services All prices offered by the proposers must include onsite off loading and inside delivery.
- B. Vendor agrees to furnish and deliver at all times during the period of the contract, upon request of the Director of Nutrition Services or his/her designee, the items which may be awarded to the Vendor, in such amounts and quantities as ordered and within the specified delivery schedule.
- C. All products are to be delivered in refrigerated trucks and placed in a refrigerator, freezer or dry storage areas.
- D. The maximum speed limit for any vehicle on school campuses is 10 MPH. The Vendor will ensure that all employees are informed of this limit before entering a school campus. Employees of the Vendor who are found to exceed this limit may be banned from school property. Delivery vehicles shall be of size to safely navigate delivery area and not require loading docks for delivery.
- E. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the proposer.
- F. Credit will be required on unused products delivered with less than seven (7) days to expiration.
- G. A legible delivery receipt signed by the Nutrition Services personnel must accompany each delivery.

- H. Once a mutually agreed upon delivery schedule is established between the Proposer and DISTRICT, timely delivery of all orders is expected. If the Proposer is unable to meet confirmed delivery schedule(s), as agreed upon, then after a two (2) hour grace period, the District reserves the right to recover any additional costs incurred to the district due to late deliveries by credit, or by mutual agreement otherwise compensate the DISTRICT. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

XIV. PRODUCT SAMPLES

- A. Product samples may be requested by the DISTRICT and must be provided at no cost to the DISTRICT. Samples must be the exact item that the Vendor proposes to furnish and in the same packaging in which they will be delivered if the Vendor is awarded the contract. Samples will be used in testing and will not be returned.
- B. Samples will be taste tested for freshness and quality. Poor quality samples will be considered as a failure to meet RFP specifications (including production formulation).
- C. Failure to submit samples on the date and time requested will invalidate the RFP

XV. ACCOUNTING:

Invoices shall be furnished in duplicate and include delivery site, product name, quantity, unit size, and unit price. One copy is to be kept by the distributor.

- A. The original invoice must be signed by the individual receiving the merchandise and is to be left for the cafeteria manager. An invoice signed by the cafeteria manager or designee is required in order for the invoice to be processed for payment.
- B. Statements for all goods purchased within a calendar month shall be on an individual school basis.
- C. Statements shall be submitted no later than the fifth day following the close of each calendar month.
- D. Statements shall be addressed to DISTRICTS Nutrition Services Department.
- E. The DISTRICT will pay for goods on a monthly basis. The DISTRICT agrees to pay all such monthly summary invoices (less any credits to which it may be entitled) within thirty (30) calendar days of receipt of each monthly statement provided. Should the payment date fall on an official holiday observed by the State of California or on a weekend, the payment shall be due on the next business day after such holiday or weekend. DISTRICT will not be charged a late fee.

XVI. PRODUCT RECALLS:

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

XVII. WEIGHTED FACTORS:

The vendor should:

- A. Have been in the produce business or provided delivery of produce to schools for not less than one (3) years prior with satisfactory quality and service.
- B. Have refrigerated truck(s) and must be able to provide delivery to all district locations assigned at a time convenient to the district, as noted in the RFP package. This is to include special deliveries when required.
- C. Past performance will be evaluated and could subject an RFP to be rejected.

Evaluation Criteria	Maximum Points (100)
Price	50
Experience, Competence, Responsive	10
Vendor Questionnaire	10
References	10
Safety and Security	10
Item Availability	10

A Vendor that is awarded the DISTRICTS business for the first time will be on trial during the first year. The awarding of any additional business or the continuation of the trial arrangement will depend upon the evaluation of the first years' service.

XVIII. TERMINATION:

- A. Failure on the part of the successful Vendor to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon a thirty (30) days written notice to the other party.
- B. The DISTRICT reserves the right to terminate the contract at any time for due cause or convenience which shall include such reasons as unsatisfactory service, unsatisfactory product; or upon annual review of weighted factors, performance of service and/or provision of quality product.
- C. The DISTRICT shall hold the successful Vendor liable and responsible for all damages which may be sustained because of failure to comply with any conditions herein. If the successful Vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the DISTRICT may purchase

the items herein specified elsewhere, without notice to the successful Vendor. Additional costs accrued by DISTRICT through this purchase may be deducted from unpaid invoices or must be paid to DISTRICT by the successful Vendor. Prices paid by DISTRICTS shall be considered the prevailing market price at the time such purchase is made.

XIX. DISTRICT INSPECTION:

All items shall be subject to inspection. Inspection of the items shall not relieve the successful Vendor from any obligation to fulfill the contract. Defective items shall be made good by the successful Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the DISTRICT and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the successful Vendor shall immediately remedy such defect in a manner satisfactory to the DISTRICT.

XX. PRICING DISCREPANCY:

Should successful Vendor overcharge DISTRICT for any item, successful Vendor agrees to immediately reimburse DISTRICT the full amount of the overcharge.

XXI. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the execution of the contract, successful Vendor shall not discriminate against any employee or application for employment because of race, religion, color, sex or national origin. The Vendor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

XXII. INSURANCE AND WORKERS COMPENSATION:

VENDOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect VENDOR and DISTRICT from claims which may arise out of or result from VENDOR's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any sub VENDOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The aforementioned insurance shall include coverage for:

A. The VENDOR shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

B. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

C. If applicable, the VENDOR shall carry professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that VENDOR subcontracts any portion of VENDOR's duties, VENDOR shall require any such sub VENDOR to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

D. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of VENDOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. VENDOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

Prior to commencing work, VENDOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event VENDOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of VENDOR, and in such event VENDOR shall reimburse DISTRICT upon demand for the cost thereof.

It should be expressly understood, however, that the coverage and limits referred to under a, b, c, and d. above shall not in any way limit the liability of the vendor.

No later than ten (10) days from execution of the Agreement by the DISTRICT and successful vendor, and prior to commencing the Services under this RFP, vendor shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

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

Insurance Certificate must name DISTRICTS: Murrieta Valley Unified School District, Temecula Valley Unified School District, Lake Elsinore Unified School District, Menifee Union School

District, and Perris Elementary School District, Perris Union High School District and their officers, agents and employees as additional insured under said policy.

XXIII. HOLD-HARMLESS CLAUSE:

To the fullest extent permitted by law, the successful Vendor agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

- A. Any and all claims under Worker's Compensation Acts and other employee benefit acts with respect to successful Vendor's employees or successful Vendor's sub-Vendor's employees arising out of successful Vendor's work under this RFP; and
- B. Any loss, injury to, or death, or persons, or damage to property caused by any act, neglect, default or omission of the successful Vendor, or any person, firm or corporation employed by the successful Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the successful Vendor's work under this RFP, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
- C. The successful Vendor, at the Vendor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

XXIV. ASSIGNMENT OF CONTRACT:

The successful Vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this RFP form, any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of DISTRICT's Governing Board. Notice is hereby given that the DISTRICT will not honor any assignment made by the successful Vendor unless the consent in writing, as indicated above, has been given.

XXV. FINGERPRINTING:

Successful Vendor agrees to comply with all provisions of Education Code Section 45125.1. Successful Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to DISTRICT that will enter the campuses and other DISTRICT facilities for purposes of providing services covered by this RFP, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified, will have contact with pupils. Successful Vendor will provide the DISTRICT with a list of all employees providing services pursuant to this RFP.

SEE ATTACHED

Buy American Provision (7 *CFR*, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 *United States Code* Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate [M/MA], grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product (by weight or volume) consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

When funds are used from the nonprofit school food service account, SFAs must ensure that procurement transactions for food products comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d), whether food products are purchased by SFAs or entities that are purchasing on their behalf.

Note: The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components.

In compliance with this policy, the DISTRICT will ensure that the solicitation and contract language include the requirement for domestic agricultural commodities and products and retain records documenting any exceptions in advance of accepting deliveries. Implementation of the Buy American Provision by DISTRICT will be ensured by:

- Including the Buy American Provision requirement in food bid specifications, IFBs, RFPs, contracts, purchase orders, and other procurement documents issued
- Monitoring the contract to ensure that the domestic products solicited are the ones received
- Requiring suppliers to provide certification of domestic origin for all food products, from bids and proposals through receipts and invoices
- Conducting monthly reviews on storage facilities to ensure the domestic products received are the ones solicited for and awarded

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.



Buy American Fresh Produce Buying Guide FRUITS

GSF DESCRIPTION	CALIFORNIA DOMESTIC	OTHER DOMESTIC	STATE	TRANSITIONAL MONTHS	IMPORT	IMPORT FROM	Category	Exception Required	Type of Exception	Time Frame	Reason for Exception
ORANGES CARA CARA	Dec - April	-	-	-	-	-	CA	No	-	-	-
NECTARINES	May - Oct	-	-	-	-	-	CA	No	-	-	-
PEACHES	May - Oct	-	-	-	-	-	CA	No	-	-	-
PERSIMMONS FUYU	Oct - Dec	-	-	-	-	-	CA	No	-	-	-
PLUM RED OR BLACK	May - Nov	-	-	-	-	-	CA	No	-	-	-
PLUOT	June - Sept	-	-	-	-	-	CA	No	-	-	-
TANGELOS MINNEOLA	Nov - March	-	-	-	-	-	CA	No	-	-	-
TANGERINE CLEMENTINE	Oct - March	-	-	-	-	-	CA	No	-	-	-
APPLES FUJI	Oct - April	-	-	-	-	-	D	No	-	-	-
APPLES GALA	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES GRANNY SMITH	All Year	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES PINK LADY	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES RED DELICIOUS	Nov - April	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES SLICED GREEN IW	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES SLICED RED	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	-
ORANGE SMILE WEDGES	Nov - April, June - Sept	-	-	-	-	-	D	No	-	-	-
ORANGES VALENCIA	Nov - April, June - Sept	Jan - May	TX	-	-	-	D	No	-	-	-
ORANGES NAVEL	Nov - April, June - Sept	Jan - May	TX	-	-	-	D	No	-	-	-
PEARS GREEN OR RED	July - Nov	Oct - Sept	OR, WA	-	-	-	D	No	-	-	-
BANANAS	-	-	-	-	-	-	D	No	-	-	-
MANGO CHUNKS	-	-	-	-	All Year	COL, CR, EQ, GUAT, HOND	F	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
PINEAPPLE	-	-	-	-	All Year	MX, BRAZIL, GUAT, ECUADOR	F	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
BLACKBERRIES	June - Oct	-	-	-	All Year	CR, HOND, MX	F	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
BLUEBERRIES	April - July	July - Sept	OR	-	Oct - May	MX, CH	F&D	Yes	Seasonal	Oct thru May	Not produced domestically in sufficient or satisfactory quantity
CANTALOUPE	June - Sept	July - Oct	OR, WA	Nov	Dec - April	CH	F&D	Yes	Seasonal	Nov thru April	Not produced domestically in sufficient or satisfactory quantity
GRAPES GREEN & RED	May - Nov	Aug - Nov	AZ	-	Nov - May	CR, DR, GUAT, HOND, MX	F&D	Yes	Seasonal	Nov thru May	Not produced domestically in sufficient or satisfactory quantity
HONEYDEW	June - Nov	May - July	-	Dec & May	Jan - May	MX & CH	F&D	Yes	Seasonal	Dec thru May	Not produced domestically in sufficient or satisfactory quantity
KIWI	Oct - Feb	-	AZ	-	Oct - July	MX	F&D	Yes	Seasonal	Dec thru May	Not produced domestically in sufficient or satisfactory quantity
LEMONS	All Year	Nov - June	AZ	Feb-March	April - Sept	CH	F&D	Yes	Seasonal	Feb thru Sept	Not produced domestically in sufficient or satisfactory quantity
LIMES	Jan - March	-	AZ	-	July - Dec	MX	F&D	Yes	Seasonal	April thru Dec	Not produced domestically in sufficient or satisfactory quantity
STRAWBERRIES	March - Sept	-	-	-	All Year	MX	F&D	Yes	Seasonal	Oct thru Feb	Not produced domestically in sufficient or satisfactory quantity
WATERMELON SEEDLESS	May - Sept	May - July	AZ	Oct	Dec - July	MX, CR, GUAT	F&D	Yes	Seasonal	Oct thru April	Not produced domestically in sufficient or satisfactory quantity

This is a general representation of the origin for produce items for menu planning purposes. The actual produce origin at the time of sale may vary depending on weather and growing conditions. © 2022

CA = California Grown D = Domestically Grown (USA) F = Foreign Grown (Outside USA) O&F = Domestic or Foreign Grown





Buy American Fresh Produce Buying Guide VEGETABLES AND HERBS

ESF DESCRIPTION	CALIFORNIA DOMESTIC	OTHER DOMESTIC	STATE	TRANSITIONAL MONTHS	IMPORT	IMPORT FROM	CATEGORY	CROWN DETAILS	Quotaion Required	Type of Quotaion	Time Frame	Reason for Quotaion
ASSORTED GOURDS	Oct - Nov		CA				CA	San Joaquin and Sacramento, CA	No	-	-	
BOK CHOI	All Year		CA				CA	Shasta, Colusa, CA	No	-	-	
CABBAGE	All Year		CA				CA	Shasta, Santa Inez, Orland, CA	No	-	-	
CARROTS	All Year		CA				CA	Bakersfield, CA	No	-	-	
CARROTS BABY	All Year		CA				CA	Bakersfield, CA	No	-	-	
CARROT/CELERY COMBO 50/50Z	All Year		CA				CA	Bakersfield, CA	No	-	-	
CELERY	All Year		CA				CA	Bakersfield, CA	No	-	-	
CELERY	All Year		CA				CA	Bakersfield, CA	No	-	-	
FALL PUMPKINS 5-7CT	Sept - Nov		CA				CA	Southern CA	No	-	-	
BROCCOLI	All Year	Nov - April	AZ, TX				CA	San Joaquin and Sacramento, CA	No	-	-	
CAULIFLOWER	All Year	Dec - March	AZ				D	San Joaquin and Sacramento, CA	No	-	-	
CELERY	All Year		TX				D	Shasta, Orland, CA / Fresno	No	-	-	
CELERY	All Year		TX				D	Shasta, Orland, Santa Inez, CA / Fresno	No	-	-	
CELERY	All Year		TX				D	Shasta, Orland, CA / Fresno	No	-	-	
LETTUCE GREEN LEAF	All Year	Jan - June	AZ				D	Shasta, CA / Arizona	No	-	-	
LETTUCE ICEBERG	All Year	Jun - June	AZ				D	Shasta, CA / Arizona	No	-	-	
LETTUCE ROMAINE	All Year	Nov - April	AZ				D	Shasta, CA / Arizona	No	-	-	
POTATOES RED	All Year	All Year	AZ, ID, WA				D	Idem, Southern CA / Arizona / Washington / Idaho	No	-	-	
POTATOES BUSH	All Year	All Year	AZ, ID, WA				D	Idem, Southern CA / Arizona / Washington / Idaho	No	-	-	
POTATOES RUSSET	All Year	All Year	AZ, ID, WA				D	Idem, Southern CA / Arizona / Washington / Idaho	No	-	-	
SWEET POTATOES	All Year	Jan - June	AZ				D	Idem, Southern CA / Arizona	No	-	-	
LETTUCE SALAD 3-WAY MIX	April - Dec	Jan - June	AZ				D	Idem, Southern CA / Arizona	No	-	-	
LETTUCE SALAD 4-WAY MIX	April - Dec	Jan - June	AZ				D	Idem, Southern CA / Arizona	No	-	-	
ASPARAGUS STRAWBARD S.Z. BUNCH	Mar - May	Apr - July	WA				FEU	Idem, Southern CA / Arizona	No	-	-	
ASPARAGUS WHOLE	April - Nov						FEU	Idem, Southern CA / Arizona	No	-	-	
BASK BUNCH	April - Nov						FEU	Idem, Southern CA / Arizona	No	-	-	
CUCUMBERS	May - Oct						FEU	Idem, Southern CA / Arizona	No	-	-	
CUCUMBERS	May - Oct						FEU	Idem, Southern CA / Arizona	No	-	-	
FAUTA VEGETABLE MIX	May - Nov						FEU	Idem, Southern CA / Arizona	No	-	-	
GARLIC FRESH PEELED & WHOLE BULB	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
GINGER ROOT	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
KOHLEBIETTEL	Dec - Dec						FEU	Idem, Southern CA / Arizona	No	-	-	
MINT BUNCH	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
MUSHROOMS	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
MUSHROOMS	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
ONIONS BROWN	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
ONIONS RED	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
ONIONS GREEN BUNCH	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
PARSLEY BUNCH	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
SHOY PEAS	Jan - July						FEU	Idem, Southern CA / Arizona	No	-	-	
SUGAR SNAP PEAS	Jan - July						FEU	Idem, Southern CA / Arizona	No	-	-	
PEPPERS CHILIJAUENO	Jan - July						FEU	Idem, Southern CA / Arizona	No	-	-	
BELL PEPPERS - ALL VARIETIES	May - Nov						FEU	Idem, Southern CA / Arizona	No	-	-	
RADISHES	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
SPINACH	All Year						FEU	Idem, Southern CA / Arizona	No	-	-	
SQUASH YELLOW	Sept - June						FEU	Idem, Southern CA / Arizona	No	-	-	
SQUASH ZUCCHINI	Sept - June						FEU	Idem, Southern CA / Arizona	No	-	-	
TOMATOES	Aug - Dec						FEU	Idem, Southern CA / Arizona	No	-	-	
TOMATOES ALL VARIETIES	June - Nov						FEU	Idem, Southern CA / Arizona	No	-	-	
CORN YELLOW & WHITE	April - July						FEU	Idem, Southern CA / Arizona	No	-	-	

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CA = California Grown D = Domestically Grown F = Foreign Grown (Outside USA) D&F = Domestic or Foreign Grown



- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product as determined by DISTRICT over 25 percent higher.

The DISTRICT or vendor must document exceptions to the Buy American Provision requirement prior to accepting each and every nondomestic agricultural commodity or product. This documentation must be on file for at least the current year plus three years, and must be made available during an on-site administrative review and an off-site procurement review.

The documented exception will include the following:

- A description of the nondomestic item and an evaluation of if there are domestic sources for the product
- Alternative domestic commodities or products that the DISTRICT considered or the vendor offered, and the reason they were not substituted for the nondomestic item
- A synopsis of what third-party verification (e.g., USDA Agricultural Marketing Service Run a Custom Report web page at <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>) was done by the vendor or the DISTRICT to determine cost and availability
- Documentation by the vendor or the DISTRICT outlining the price of both domestic and nondomestic commodities or products, and reasoning for lack of availability to justify the exception
- The dates that the: (1) vendor informed the DISTRICT of the nondomestic commodity or product, (2) DISTRICT agreed to accept this food item in advance of delivery, and (3) commodity or product was received by the DISTRICT

Senate Bill 490 (Statutes of 2022)

Senate Bill 490 (statutes of 2022) added California Food and Agricultural Code (FAC) Section 58596.3. This new law is operative January 1, 2024 through January 1, 2029, and applies to local educational agencies (LEAs) who operate the School Nutrition Programs and receive more than \$1,000,000 in annual federal meal reimbursement (which includes the National School Lunch Program, Seamless Summer Feeding Option, School Breakfast Program, and After School Snack Program).

If an LEA receives over \$1,000,000 in annual federal meal reimbursement, they must specify in their solicitation for bids and contracts that they will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

1. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.

3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

Assembly Bill 778 (Statutes 2022)

This law (effective January 1, 2023) adds LEAs to the FAC, Section 58595(c), which requires LEAs to accept a bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

1. The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.
2. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

It is therefore required that bidders responding to this Request for Proposals indicate whether products offered on this proposal meet the definition of “domestic commodity or product” as stated immediately above. Indication shall be made on the Proposal Worksheet (Poduce Pricing Spreadsheet) as part of the response to this proposal:

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

For items provided that are produced/grown non domestically, a written record must be provided to SFA stating the alternative food product provided is due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality and/or 25% more cost than a domestically grown/produced product.

XXVII. DEPARTMENT OF EDUCATION-CHILD NUTRITION DIVISION FORMS

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit attached forms (Suspension and Debarment Certification U.S. Department of Agriculture, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Iran Contracting Act Certification Form, Non-Collusion Affidavit and Drug-Free Workplace Certification) must be completed and submitted with proposal. Proposals received without these forms/certifications will not be considered.

XXVIII. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XXIX. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT

The contractor hereby assures that it will comply with subchapter VI of Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program or activity supported by this agreement. The vendor(s) agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government code 12900, and Labor Code 1735. In addition, the Vendor agrees to require like compliance by any subcontractors employed on the work by him/her.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

XXX BID PROTEST PROCEDURES

Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Director of Purchasing, or his or her designee, within two (2) business days after receipt of the District's written award notification. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to: 41870 McAlby Ct. Murrieta, CA. 92562.

Appeal Review: The Chief Business Official or his or her designee shall review the decision on the bid protest from the Purchasing Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

Reservation of Rights to Proceed with Procurement Pending Appeal: the District reserves the right to proceed to award a contract and commence the work/purchase pending an Appeal. If there is a State Funding or a critical deadline, The District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-Mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

Finality: Failure to comply with the Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

XXXI. FORCE MAJEURE

Both vendor and DISTRICTS shall be exempt from their contractual obligations if the failure to meet their contractual obligations results from Force Majeure, labor dispute, Acts of God, or any other causes beyond their reasonable control.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR PRICING

Fresh & Processed Produce

In compliance with the request for RFPs, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

FIRM NAME: Gold Star Foods, Inc.

BY: John Cho
Print or Type Name Manual Signature

TITLE: V.P. of Revenue Management

ADDRESS: 3781 E. Airport Drive, Ontario, CA 91761

TELEPHONE: 909-843-9600 DATE April 02, 2024

EMAIL: Bids@goldstarfoods.com FAX: 909-843-9658

INSPECTION COMPANY: SAI Global

ADDITIONAL CONDITIONS OR EXPLANATIONS: N/A

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

VENDOR QUESTIONNAIRE

Fresh and Processed Produce

SEE ATTACHED

Please complete this qualifying criteria questionnaire and submit with your proposal.

- 1. Will you be able to meet specified delivery hours? Yes No
- 2. Will you be able to meet the number of deliveries per week? Yes No
- 3. Will there be a minimum case or dollar value required per stop? If so, what is the minimum number of cases _____ or minimum dollar value? \$ _____ per delivery site.

4. What system do you have to provide monthly summary documents?

5. How many days lead time do you require for an order? _____

6. How many refrigerated delivery trucks do you have? _____

7. How many refrigerated trucks have lift gates? _____

8. What is your procedure for notifying the customer of shortages and/or substitutions?

9. What systems do you have in place to fill emergency orders?

10. How many years has company been in the produce business? _____

11. What percentage of items on the pricing sheet do you currently carry? _____

SEE ATTACHED

12. Is vendor an approved distributor for USDA Foods? Yes No

13. Please provide an overview of your reporting system. Does vendor have the capability to provide sales reports via website/online or electronically?

14. Please describe your product recall procedures.

15. For domestically grown produce, please confirm that California Grown produce will be provided anytime the price is less than produce grown outside of California provided the product is comparable in quality to the domestic alternative.

~~Initial to confirm.~~



GOLD STAR FOODS

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

VENDOR QUESTIONNAIRE

Fresh and Processed Produce

Please complete this qualifying criteria questionnaire and submit with your proposal.

1. Will you be able to meet specified delivery hours? Yes No

Yes, Gold Star is currently meeting the delivery expectations of each of the districts and will work with them to continually provide efficient delivery solutions.

2. Will you be able to meet the number of deliveries per week? Yes No

Yes, Gold Star will be able to meet the number of deliveries per week as outlined in this RFP for all districts.

- Murrieta Valley USD - Gold Star currently delivers 2x a week with broadline and produce.
- Lake Elsinore USD - Gold Star currently delivers 2x a week with broadline and produce.
- Temecula Valley USD - Gold Star currently delivers 2x a week with broadline and produce.
- Menifee Union SD - Gold Star currently delivers 2x a week with broadline and produce.
- Perris Elem SD - Gold Star currently delivers 3x a week with broadline and produce.
- Perris Union HSD – Gold Star currently delivers 2x a week with broadline and produce.

3. Will there be a minimum case or dollar value required per stop? If so, what is the minimum number of cases ___N/A___ or minimum dollar value? \$____N/A_____ per delivery site.

No, there is no minimum case or dollar value required per stop for fresh produce.

4. What system do you have to provide monthly summary documents?

Gold Star offers multiple summary documents for District use and Program Management including (all documents are available 24/7 via our online portal, auto generated and by request):

Accounting

- Signed Invoices
- Account Balances
- Days Aging

Commodities





GOLD STAR FOODS

- Commodity balances by vendor
- Commodity Pass Thru Value (PTV) by transaction.
- Commodity Planning

Local Food for Schools Grants

- Proof of delivery by vendor
- Summary documents of attributable vendors
- Accounting and proof of purchase by vendor

These reports run through our proprietary Enterprise Software Designed to manage School Nutrition Supply Systems in Microsoft via Amazon Web Services.

In addition, Gold Star has several communications to assist school districts with ongoing product market updates and information:

- Monthly market update newsletter with current market conditions and peak season produce available.
- Monthly notification of Buy American compliant produce and where all produce is being sourced.
- Gold Star offers a California Grown Seasonal Availability chart that outlines when fresh fruits and vegetables are seasonally offered by California suppliers. This chart assists school districts in planning menus that offer the fresh California produce at the peak of the growing season.

5. How many days lead time do you require for an order?

The lead time to place orders online varies by item but it is generally two (2) to seven (7) days for Fresh Produce items. Gold Star recommends that customers place all orders with a seven (7) calendar day lead time for produce to assure the highest fill rates.

6. How many refrigerated delivery trucks do you have?

Gold Star's Ontario location has a fleet of:

- 108 Multi-Temp Trailers in varying sizes
 - 28ft trailers
 - 36ft trailers
 - 48ft trailers

7. How many refrigerated trucks have lift gates?

100% of our fleet has lift-gates to accommodate various delivery types.



GOLD STAR FOODS

8. What is your procedure for notifying the customer of shortages and/or substitutions?

Gold Star is uniquely positioned as a K12 dedicated solutions provider, and all inventory we supply is compliant with the child nutrition meal pattern requirements. Therefore, if we are unable to fulfill orders in full, we can meet our school partners' needs with an acceptable substitution.

Your dedicated customer experience specialist is responsible for communicating with the district about all potential product shortages and/or substitutions. We utilize both phone and email communication to ensure that we make contact in a timely manner and provide recommended substitutions with product information to make informed decisions to maintain program compliance. We will never substitute automatically and require district approval for substitutions.

9. What systems do you have in place to fill emergency orders?

Due to the long relationship, we have experienced with the Riverside County Collaborative, we have supported members through a variety of emergency situations and will continue to do so moving forward. All emergency situations can be handled through your dedicated K12 Account Specialist who will confirm that we have food and transportation resources available to meet the needs of the members. Additionally, we have a select fleet of refrigerated vans to conduct emergency deliveries.

10. How many years has company been in the produce business?

For over 45 years, Gold Star has solely supported child nutrition programs. As the largest K-12 school-dedicated solutions provider in the nation, we partner with seven (7) State Agencies and over 4,500 school districts to support the service of over 6.6 million meals per day.

Gold Star Foods has over 12 years of experience procuring and delivering fresh produce to school districts.

11. What percentage of items on the pricing sheet do you currently carry?

Gold Star currently carries 100% of the items listed on the pricing sheet for this RFP.

12. Is vendor an approved distributor for USDA Foods? Yes No

Yes however, as of 2019, the California Department of Education (CDE) Food Distribution Program (FDP) informed distributors that distribute end products containing U.S. Department of Agriculture (USDA) Foods that it was discontinuing the use of the annual CDE USDA Foods Distributor Agreement. However, Gold Star is an approved Super Co-Op distributor. The list of



GOLD STAR FOODS

approved Super Co-Op Distributors can be found on the Super Co-Op website at <https://www.super-coop.org/>.

13. Please provide an overview of your reporting system. Does vendor have the capability to provide sales reports via website/online or electronically?

Gold Star is widely considered the national leader in providing value added services and technology solutions for school foodservice operations. Gold Star has dynamic on-line ordering and reporting systems. Full access to the Gold Star online website provides the ability to easily view and print reports in real time. The secure website is accessible using unique username(s) and password(s). The following reports and tools are available 24 hour per day and are exportable into Excel, PDF, and XML:

- Order Management
 - Order Entry via customizable order guide or fast order entry
 - Review of open orders
 - Invoice/Credit History
 - Customizable order guide development and maintenance
 - Security driven permissions for site level staff
 - Listing of all offered SKUs
- Forecasting
 - Customer Usage by Vendor
 - Customer Site Usage by Item
 - USDA Foods Usage
- Program Compliance
 - Meal Pattern Contribution (K-12 Specific requirements)
 - Product Nutritional/Product Formulation Statements
 - Allergen Information
 - Buy American

In locations where Gold Star is also the awarded contractor for USDA Foods Direct Delivery Items. The district would also have access to their USDA Foods Inventory within the same system.

14. Please describe your product recall procedures.

Safety is Gold Star's highest priority. We are recognized as a leader in food safety within the industry, ensuring that all foods served are the healthiest and safest available. Safety is not only about the foods that are procured, but also the entire movement of foods throughout our organization to the school district.



GOLD STAR FOODS

Gold Star is recognized as a leader in the school foodservice industry and is the first K-12 distributor in California to be certified as a **Safe Quality Food (SQF) Level II** facility. This certification is recognized as the most stringent food safety program meeting Global Food Safety Initiatives. This certification also ensures our compliance with the updated standards outlined in the Food Safety Modernization Act. Many recognize HACCP as the standard for food safety, however, within the SQF certification, HACCP is only 1 of 12 of SQF's critical measures of food safety compliance.

One critical aspect of the SQF program is a robust product hold/recall program. Our product recall program originates in one of four ways:

1. Notification from a regulatory agency
2. Response to a customer complaint
3. Announcement by a manufacturer
4. Announcement through a specific distribution channel

Recalls can occur at any stage within the distribution process: receiving, storage, delivery, and even after the product has been received and utilized by our partner school districts. Gold Star collects hold/recall contact information for our partner districts and contacts those team members via email and phone with information pertaining to the recall.

As part of our SQF program, we conduct mock recalls to ensure our processes are solid if/when a recall occurs. Because of the immediate nature of recalls, Gold Star handles this process internally and will not outsource this activity to a 3rd party entity.

- 15. For domestically grown produce, please confirm that California Grown produce will be provided anytime the price is less than produce grown outside of California provided the product is comparable in quality to the domestic alternative.**

California Grown Produce will be provided anytime the price is less than produce grown outside of California. Given our scale and contracting reach in CA, lower cost non-CA is often the exception.

Sourcing locally and efficiently is core to the Gold Star Produce Program. Daily we have routes running from Southern Arizona to the Oregon-Washington Border. These logistics allow our School Partners the very best and most cost-effective means to source CA Produce. Working with our growers, we will often pick up produce for distribution the next day to your sites "Field to School" Annually, Gold Star will commit or enter contracts with CA Growers to ensure our School Nutrition Partners have consistent supply of in-state produce as the very best price. Most of these agreements are made well ahead of planting.

In 2023 Gold Star initiated the **Grow Forward Program**. This partners with Minority Owned, Small, and Local Growers/Producers. We partner on a fair price to aggregate and distribute these items for our School Partners at a fair price for all. Additionally, we have combined this



GOLD STAR FOODS

with our data systems so you can track all purchases to both demonstrate your operation's commitment to local sourcing as well as reports to comply for Local Foods Grants.

 sk Initial to confirm.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

SCHOOL DISTRICT REFERENCES

Fresh & Processed Produce

Vendor Gold Star Foods, Inc. Signature 

List a minimum of three (3) references for contracts you have completed in the last three (3) years that are of similar scope and complexity:

District Name Pomona Unified School District

Address 1460 East Holt Avenue, Suite 160, Pomona CA 91767

Contact Name Daryl Hickey

Telephone 909-391-4711

District Name Glendale Unified School District

Address 349A West Magnolia Avenue, Glendale CA 91204

Contact Name Jennifer Chin

Telephone 818-552-2677

District Name West Covina Unified School District

Address 1717 W. Merced Avenue, West Covina, CA 91790

Contact Name Corina Ulloa

Telephone 626-939-4600 Ext.1501

**VENDORS
MUST PROVIDE
THE LATEST
HEALTH DEPARTMENT
REPORT
OF YOUR FACILITIES & FOOD
SAFETY PLAN**

(See Section VII. Sanitation Product Quality)

SEE ATTACHED

CERTIFICATE OF REGISTRATION

This is to certify that:

GOLD STAR FOODS INC.

3781 E Airport Drive, Ontario, California, 91761-1570, United States

has been registered by INTERTEK SAI Global as conforming to the requirements of:

SQF Food Safety Code: Storage and Distribution Edition 9.0

For the following scope:

26. Storage and Distribution: Frozen and ambient storage

Certificate Number:

19858

Date of Audit:

26 – 28 Jun 2023

Date of Next Audit:

20 May 2024

Date of Certificate Decision:


01 Aug 2023

Valid Until:

03 Aug 2024

Audit Type:

Re-Registration



Calin Moldovean

President Business Assurance

SAI Global Certification Services Pty. Ltd.
Level 7 Suite 7.01
45 Clarence Street
Sydney NSW 2000
Australia



Registered by:

SAI Global Certification Services Pty Ltd operating as Intertek & Intertek SAI Global (ACN 108 716 669) 650 Lorimer Street Port Melbourne VIC 3207 Australia with SAI Global Pty Limited 650 Lorimer Street Port Melbourne VIC 3207 Australia and subject to the INTERTEK SAI Global Terms and Conditions for Certification. In the issuance of this certificate, INTERTEK SAI Global assumes no liability to any party other than to the Client, and then only in accordance with the agreed upon Certification Agreement. This certificate's validity is subject to the organization maintaining their system in accordance with Intertek SAI Global requirements for systems certification. Validity may be confirmed via email at certificate.validation@intertek.com or by scanning the code to the right with a smartphone. The certificate remains the property of INTERTEK SAI Global, to whom it must be returned upon request. CT_SQF_SDE 9_SAI_G_JAS-ANZ-EN-LT-14.Nov.22





SQF Food Safety Audit Edition 9

Gold Star Foods- Ontario

Summary

AUDIT DECISION
CERTIFIED

CERTIFICATION NUMBER
19858 | 550074

AUDIT RATING

DECISION DATE
08/01/23

AUDIT TYPE
RE-CERTIFICATION



RECERTIFICATION DATE
05/20/24

AUDIT DATES
06/26/23 - 06/28/23

Excellent

EXPIRATION DATE
08/03/24

ISSUE DATE
08/29/23

Facility & Scope

Gold Star Foods- Ontario
3781 East Airport Drive
Ontario California 91761
United States

Food Sector Categories:
26. Storage and Distribution

Products:
26. Storage and Distribution: Frozen and ambient storage

Scope of Certification:
26. Storage and Distribution: Frozen and ambient storage

Certification Body & Audit Team

Intertek/SAI Global
Level 7 Suite 7.01 45 Clarence Street Sydney NSW
2000 Australia

CB#: CB-1-SAI
Accreditation Body: JAS-ANZ
Accreditation Number: Z1440295AS

Lead Auditor: Randolph Gaiss (9250)
Technical Reviewer: Justyna Janicka (206926)

Hours Spent on Site: 19
Hours of ICT Activities: 0
Hours Spent Writing Report: 5

USDA Nondiscrimination Statement

SNAP and FDPIR State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

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.

U. S. DEPARTMENT OF AGRICULTURE

**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 ATTACHED INSTRUCTIONS)

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

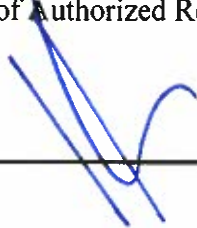
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gold Star Foods, Inc.
Organization Name

RFP 2023-2024-15NS FRESH & PROCESSED PRODUCE
PR/Award Number or Project Name

John Cho, V.P. of Revenue Management
Name and Title of Authorized Representative

Signature



April 02, 2024
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representative 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 whom 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 is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted **ANNUALLY** by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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

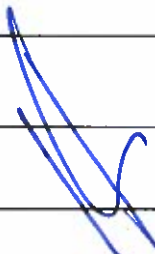
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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

OR

Names of Food Service or Vendor/Contractor		
Gold Star Foods, Inc.		
Printed Name and Title:	Signature:	Date:
John Cho, V.P. of Revenue Management		April 02, 2024

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.) Type of Federal Action: a. Contract <input type="checkbox"/> a b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance <input type="checkbox"/>		2.) Status of Federal Action: a. Bid/Offer/Application <input type="checkbox"/> a b. Initial award <input type="checkbox"/> c. Post-award <input type="checkbox"/>		3.) Report Type: a. Initial filing <input type="checkbox"/> b. Material change <input type="checkbox"/> a FOR MATERIAL CHANGE ONLY: Year: <u>n/a</u> Quarter: _____	
4.) Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____ if known Congressional District, if known: _____			5.) If Reporting Entity in No.4 is Sub-awardee, Enter Name And Address of Prime: Congressional District, if known: _____		
6.) Federal Department/Agency: _____			7.) Federal Program Name/Description: CFDA Number, if applicable: <u>n/a</u>		
8.) Federal Action Number, if known: _____			9.) Award Amount, if known: \$ _____		
10a) Name and Address of Lobbying Entity (if individual, last name, first name, MI)			10b) Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11.) Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			12.) Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____		
13.) Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: Nature _____ Value _____			14.) Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:		
15.) If necessary was a continuation sheet attached for 10a, 10b or 14? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> no			16.) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only:			Signature: _____ Print Name: <u>John Cho</u> Title: <u>V.P. of Revenue Management</u> Telephone No: (<u>909</u>) <u>843-9600</u> Date: <u>April 02, 2024</u>		
			Authorized for local reproduction Standard Form - LLL		

**NONCOLLUSION DECLARATION TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID**
California Public Contract Code 7106

The undersigned declares:

I am John Cho (insert name)
the V.P. of Revenue Management
(insert proper title such as "sole owner," "partner," "president," "secretary")
of Gold Star Foods, Inc.
(insert name of bidder or company).

The party making the foregoing bid/proposal submitted herewith to the Murrieta Valley Unified School District declares:

That all statements of fact in such bid/proposal are true;

That such bid/proposal was 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 or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a false or 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;

That the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury of the laws of the State of California that the above information is correct.

Signature: 	Date: April 02, 2024
Printed Name & Title John Cho, V.P. of Revenue Management	

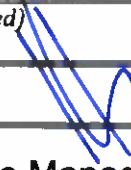
IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code sections 2202-2208)

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

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

OPTION #1 - CERTIFICATION

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

<i>Vendor Name/Financial Institution (Printed)</i> Gold Star Foods, Inc.		<i>Federal ID Number (or n/a)</i> 26-1340567	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i> John Cho, V.P. of Revenue Management			
<i>Date Executed</i> April 02, 2024		<i>Executed in</i> Ontario, CA	

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

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

Clean Air and Water Certificate

Applicable if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the CACFP Sponsor and the Vendor (offeror) shall execute this Certificate.

Gold Star Foods, Inc.
Name of Vendor

Name of Sponsor

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Vendor.

Signature of Vendor
Authorized Representative

V.P. of Revenue Management April 02, 2024
Title Date

Signature of Sponsor
Authorized Representative

Title Date



CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

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

Gold Star Foods, Inc.
CONTRACTOR

By: _____ Signature April 02, 2024 Date



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

The CONTRACTOR agrees that it will abide by and implement the DISTRICT'S Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Gold Star Foods, Inc.

CONTRACTOR

By: _____

Signature

April 02, 2024

Date

ITEM	DESCRIPTION	SPECIFICATION	PACK SIZE	UOM	ESTIMATED ANNUAL USAGE	SELLING PRICE	PACK SIZE IF DIFFERENT	MEETS BUY AMERICAN PROVISION YEAR AROUND YES/NO	PROVIDE EXCEPTION FOR ANY "NO" ANSWERS FOR BUY AMERICAN PROVISION	COMMENTS
EXAMPLE	GREEN/RED	Eating, U.S. Fancy Grade	40LB	CS	100	110.00		No	Not grown/produced in sufficient quantity or quality	
APPLE	FANCY RED/GREEN 125CT	Eating, U.S. Fancy Grade	40LB	CS	90	23.35		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	GAIA 138-150CT	Eating, U.S. Fancy Grade	40LB	CS	580	22.25		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	GAIA 163-175CT	Eating, U.S. Fancy Grade	40LB	CS	1010	22.50		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	FUJI 138-150CT	Eating, U.S. Fancy Grade	40LB	CS	35	23.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	FUJI 163-175 CT	Eating, U.S. Fancy Grade	40LB	CS	60	23.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	GRANNY SMITH 138-150CT	Eating, U.S. Fancy Grade	40LB	CS	205	23.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	GRANNY SMITH 163-175CT	Eating, U.S. Fancy Grade	40LB	CS	145	23.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	PINK LADY 163-175CT	Eating, U.S. Fancy Grade	40LB	CS	40	23.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	PINK LADY 138-150CT	Eating, U.S. Fancy Grade	40LB	CS	20	23.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	RED DELICIOUS 138-150CT	Eating, U.S. Fancy Grade	40LB	CS	310	24.95		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	RED DELICIOUS 163-175CT	Eating, U.S. Fancy Grade	40LB	CS	240	24.95		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	GREEN SLICED	iw	100/20Z	CS	155	31.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	RED SLICED	iw	100/20Z	CS	3350	29.35		Yes	SEE ATTACHED FOR BUY AMERICAN	
APPLE	RED SLICED	iw	200/20Z	CS	860	60.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
BANANA	PETITE RIPE	4 1/2" to 5 1/2", Condition A; Peel color 5-6 @ Time of Inspection, Rip	40LB	CS	95	21.25		No	Not grown in sufficient quantity or quality	SEE ATTACHED FOR BUY AMERICAN
BANANA	PETITE GREEN TIP	Condition A; Peel color 3-4 @ Time of Inspection, Green Tip	40LB	CS	7225	20.95		No	Not grown in sufficient quantity or quality	SEE ATTACHED FOR BUY AMERICAN
BROCCOLI	FLORETTES	iw	50/20Z	CS	85	23.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
BROCCOLI	FLORETTES	iw	50/20Z	CS	150	29.50		Yes	SEE ATTACHED FOR BUY AMERICAN	
BROCCOLI	FLORETTES	U.S. No. 1	3LB	BG	480	5.25		Yes	SEE ATTACHED FOR BUY AMERICAN	
BROCCOLI	FLORETTES	U.S. No. 1	5LB	BG	670	13.30		Yes	SEE ATTACHED FOR BUY AMERICAN	
BROCCOLI	FLORETTES	U.S. No. 1	4/3LB	CS	175	21.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
CABBAGE	GOESLAW 3 WAY MIX SHREDDED	ready to use	5LB	BG	200	4.16		Yes	SEE ATTACHED FOR BUY AMERICAN	
CABBAGE	RED SHREDDED	Fresh, ready to use	5LB	BG	35	5.75		Yes	SEE ATTACHED FOR BUY AMERICAN	
CANTALOUPE	WHOLE	U.S. No. 1 3-4 lbs each 3 3/4" diameter, 90% free from defects	1EA	EA	895	3.49		Yes	SEE ATTACHED FOR BUY AMERICAN	
CANTALOUPE	WHOLE	U.S. No. 1 3-4 lbs each 3 3/4" diameter, 90% free from defects	12-15CT	CS	675	24.95		Yes	SEE ATTACHED FOR BUY AMERICAN	
CANTALOUPE	CHUNKS	U.S. No. 1 3-4 lbs each 3 3/4" diameter, 90% free from defects	4/2-5LB	CS	70	33.25		Yes	SEE ATTACHED FOR BUY AMERICAN	
CARROTS	WHOLE	iw	200/1.30Z	CS	35	24.85		Yes	SEE ATTACHED FOR BUY AMERICAN	
CARROTS	BABY, MINI PEELLED	iw	50/2.50Z	CS	75	13.75		Yes	SEE ATTACHED FOR BUY AMERICAN	
CARROTS	BABY, SHORT CUT	iw	100/30Z	CS	5925	21.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
CARROTS	BABY, MINI PEELLED	iw	100/30Z	CS	90	5.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
CARROTS	BABY WHOLE SLIM	Prepped, ready to eat	5LB	BG	90	21.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
CARROTS	BABY WHOLE SLIM	Prepped, ready to eat	4/5LB	CS	1035	19.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
CARROTS	SHREDDED	Prepped, ready to use	5LB	BG	220	4.45		Yes	SEE ATTACHED FOR BUY AMERICAN	
CARROT/CELERY	COMBO PK	Fresh, ready to use	50/20Z	CS	30	18.95		Yes	SEE ATTACHED FOR BUY AMERICAN	
CAULIFLOWER	BUDS	U.S. No. 1, 3-4" sticks	5LB	BG	130	18.85		Yes	SEE ATTACHED FOR BUY AMERICAN	
CAULIFLOWER	WHOLE	U.S. No. 1, Ready to eat	1EA	EA	15	5.50		Yes	SEE ATTACHED FOR BUY AMERICAN	
CELERY	STICKS	U.S. No. 1, Fresh, whole	50/2.30Z	CS	575	20.00		Yes	SEE ATTACHED FOR BUY AMERICAN	
CELERY	STICKS	Sticks 3"-4" Uniform/Stack Pack.	5LB	BG	890	6.95		Yes	SEE ATTACHED FOR BUY AMERICAN	
CELERY	STICKS	Sticks 3"-4" Uniform/Stack Pack.	4/5LB	CS	115	27.95		Yes	SEE ATTACHED FOR BUY AMERICAN	
CILANTRO	CHOPPED	U.S. No. 1, Cleaned & Trimmed & Stack Pack	4/5LB	CS	115	27.95		Yes	SEE ATTACHED FOR BUY AMERICAN	
CUCUMBER	Sliced	U.S. No. 1, Chopped	1 LB	BG	15	8.25		Yes	SEE ATTACHED FOR BUY AMERICAN	
CUCUMBER	DICE	iw	50/2.580Z	CS	475	18.65		No	Not grown in sufficient quantity or quality	SEE ATTACHED FOR BUY AMERICAN
CUCUMBER	Sliced Coin	1/4" cut	5LB	BX	15	10.58		No	Not grown in sufficient quantity or quality	SEE ATTACHED FOR BUY AMERICAN
CUCUMBER	WHOLE	3/8" cut	5LB	BG	490	10.35		No	Not grown in sufficient quantity or quality	SEE ATTACHED FOR BUY AMERICAN
CUCUMBER	WHOLE	super select	6EA	PK	3210	10.00		No	Not grown in sufficient quantity or quality	SEE ATTACHED FOR BUY AMERICAN
CUCUMBER	WHOLE	super select	36CT	CS	1460	23.25		No	Not grown in sufficient quantity or quality	SEE ATTACHED FOR BUY AMERICAN
EDAMAME	SHELLED	iw, Fresh	22LB	CS	115	29.95		No	Not grown in sufficient quantity or quality	SEE ATTACHED FOR BUY AMERICAN
GRAPES	ESCAPE, SEEDLESS	iw, Fresh	50/30Z	CS	265	28.95		No	Not grown in sufficient quantity or quality	SEE ATTACHED FOR BUY AMERICAN
GRAPES	RED CLUSTERS	U.S. No. 1, Table Seedless, 2-4 oz portions on the stem, 10/16" berry size	100/30Z	CS	4950	45.25		Yes	SEE ATTACHED FOR BUY AMERICAN	
GRAPES	RED	U.S. No. 1, 10/16" berry size	190CT	CS	680	28.75		Yes	SEE ATTACHED FOR BUY AMERICAN	
GRAPES	GREEN	U.S. No. 1, Table, Seedless	20LB	CS	45	29.95		Yes	SEE ATTACHED FOR BUY AMERICAN	
HONEYDEW	WHOLE	U.S. No. 1, 8" diameter, 5-6 ct. per case	30LB	CS	430	20.95		Yes	SEE ATTACHED FOR BUY AMERICAN	
HONEYDEW	WHOLE	U.S. No. 1, 8" diameter	1EA	EA	280	5.99		Yes	SEE ATTACHED FOR BUY AMERICAN	
HONEYDEW	CHUNKS	iw	50/30Z	CS	110	30.95		Yes	SEE ATTACHED FOR BUY AMERICAN	

MONKEYB/W	CHUNKS	BULK	4/2.5LB	CS	50	28.95		Yes	SEE ATTACHED FOR BUY AMERICAN
JICAMA	STICKS	3/8" pieces IW	50/20Z	CS	5	25.65		No	SEE ATTACHED FOR BUY AMERICAN
JICAMA	STICKS	3/8" pieces IW	50/20Z	CS	50	25.95		No	SEE ATTACHED FOR BUY AMERICAN
JICAMA	STICKS	Approx. 4" x 3/8"	4/5LB	CS	120	56.45		No	SEE ATTACHED FOR BUY AMERICAN
JICAMA	STICKS	Approx. 4" x 3/8"	5LB	BG	195	14.45		No	SEE ATTACHED FOR BUY AMERICAN
JICAMA	CUBES	1" pieces	4/5LB	CS	20	56.95		No	SEE ATTACHED FOR BUY AMERICAN
KIWI	LOBST	Ripe, Slightly Firm, Not Hard, Size 36, Volume Fill	22LB	CS	830	33.00		No	SEE ATTACHED FOR BUY AMERICAN
LEMON JUICE	LEMON JUICE FRESH	U.S. No. 1	1	QT	30	6.95		Yes	SEE ATTACHED FOR BUY AMERICAN
LEMONS	LEMONS	U.S. No. 1	5LB	BG	25	10.95		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	GREEN LEAF	leaf singles/fillets	2/5LB	CS	230	21.45		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	GREEN LEAF	IW	1	EA	100	2.99		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	GREEN LEAF	whole	12CT	CS	95	22.95		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	GREEN LEAF, SHREDDED	1/8" pieces	5LB	BG	235	12.50		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ROMAINE	whole	24CT	CS	5	25.50		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ROMAINE SHREDDED		2LB	BG	120	3.73		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ROMAINE SHREDDED		5LB	BG	1600	8.45		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ROMAINE SHREDDED		4/5LB	CS	295	32.25		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ROMAINE CHOPPED	1" Pieces	2LB	BG	825	3.50		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ROMAINE CHOPPED	1" Pieces	6/2LB	CS	1340	16.75		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ROMAINE CHOPPED	1" Pieces	4/5LB	CS	685	28.95		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ICEBERG	whole head cello	24CT	CS	50	25.95		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ICEBERG, CHOPPED	1" Pieces	5LB	BG	20	5.50		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ICEBERG, CHOPPED	1" Pieces	4/5LB	CS	20	16.85		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ICEBERG, SHREDDED	1/8" cut	5LB	BG	700	4.00		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ICEBERG, SHREDDED	1/8" cut	4/5LB	CS	220	16.25		Yes	SEE ATTACHED FOR BUY AMERICAN
LETTUCE	ICEBERG, SHREDDED	1/8" cut	3 LB	BG	25	9.95		Yes	SEE ATTACHED FOR BUY AMERICAN
LIMES	LIMES	Whole U.S. No. 1	4/2.5LB	CS	20	60.95		No	SEE ATTACHED FOR BUY AMERICAN
MANGO	MANGO	Bulk	4/2.5LB	CS	20	60.95		No	SEE ATTACHED FOR BUY AMERICAN
NECTARINE	70-84 SIZE, 100 CT. AVG.	Slightly Soft to Touch; Yellow - No Green	25LB	CS	5	26.95		Yes	SEE ATTACHED FOR BUY AMERICAN
ONION	YELLOW	U.S. No. 1, Jumbo	1	LB	10	3.19		Yes	SEE ATTACHED FOR BUY AMERICAN
ONION	YELLOW	3/8" diced, Firm & Crisp	5LB	BG	295	6.28		Yes	SEE ATTACHED FOR BUY AMERICAN
ONION	RED	3/8" diced, Firm & Crisp	5LB	BG	25	9.95		Yes	SEE ATTACHED FOR BUY AMERICAN
ONION	GREEN	Chopped 1/4" Pieces	1 LB	BG	50	7.45		Yes	SEE ATTACHED FOR BUY AMERICAN
ORANGE	113CT	Provide Choice During Peak Season, Well Colored	40LB	CS	500	26.45		Yes	SEE ATTACHED FOR BUY AMERICAN
ORANGE	138CT	Provide Choice During Peak Season, Well Colored	40LB	CS	155	26.45		Yes	SEE ATTACHED FOR BUY AMERICAN
ORANGE	WEDGES	IW	50/4.70Z	CS	2635	24.25		Yes	SEE ATTACHED FOR BUY AMERICAN
ORANGE	BLOOD 138 CT		40LB	CS	125	22.85		Yes	SEE ATTACHED FOR BUY AMERICAN
PEACH	70-85Z 28# VF 100CT AVG	U.S. No. 1, Firm-Ripe, Mature But Not Soft or Over Ripe, Well Formed, 90% Free From Defects	28LB	CS	115	26.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PEAR	GREEN 135-150CT	Firm-Ripe, 90% Free From Defects	40LB	CS	710	26.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PEAR	GREEN OR RED 100-110CT	Firm-Ripe, 90% Free From Defects	40LB	CS	395	26.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PEAR	BOSC 135-150CT	Firm-Ripe, 90% Free From Defects	40LB	CS	290	26.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PEAR	ASIAN PEAR	Firm-Ripe, 90% Free From Defects	28LB	CS	50	29.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PEPPER	SWEET MINI	Firm-Ripe, 90% Free From Defects	9/2LB	CS	70	38.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PEPPER	RED BELL 3# PK	Firm-Ripe, 90% Free From Defects	3LB	LB	210	5.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PEPPER	YELLOW BELL 3# PK	Firm-Ripe, 90% Free From Defects	3LB	LB	45	6.45		Yes	SEE ATTACHED FOR BUY AMERICAN
PEPPERMINT	FRESH 48/50S2, 100CT VOLUME FILLED		25LB	CS	75	35.45		Yes	SEE ATTACHED FOR BUY AMERICAN
PINEAPPLE	SPRAYS	IW	50/2.70Z	CS	1200	30.00		No	SEE ATTACHED FOR BUY AMERICAN
PINEAPPLE	CHUNKS	IW	50/2.70Z	CS	120	33.45		No	SEE ATTACHED FOR BUY AMERICAN
PINEAPPLE	CHUNKS	BULK	4/2.5LB	CS	25	39.95		No	SEE ATTACHED FOR BUY AMERICAN
PLUM	RED/BLACK 45-50S2 VOLUME FILLED	U.S. No. 1, Firm-Ripe, Mature, 90% Free From Defects/2"	28LB	CS	775	28.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PLUM	RED/BLACK 60-70S2 VOLUME FILLED	U.S. No. 1, Firm-Ripe, Mature, 80% Free From Defects/2"	28LB	CS	430	29.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PLUOT	45-50 S2 APPROX 130CT	U.S. No. 1, Firm-Ripe, Mature, 90% Free From Defects/2"	28LB	CS	30	39.95		Yes	SEE ATTACHED FOR BUY AMERICAN
POTATO	RUSSET 100 CT		5LB	CS	150	24.95		Yes	SEE ATTACHED FOR BUY AMERICAN
PUMPKIN	MEDIUM		10-15 LB	EA	25	7.35		Yes	SEE ATTACHED FOR BUY AMERICAN

SALAD MIX	3-WAY ROMAINE	Bag, Romaine, red cabbage and shredded carrots	5LB	BG	3255	6.00	Yes	SEE ATTACHED FOR BUY AMERICAN
SALAD MIX	3-WAY ROMAINE	Bag, Romaine, red cabbage and shredded carrots	4/5LB	CS	705	24.00	Yes	SEE ATTACHED FOR BUY AMERICAN
SALAD MIX	3-WAY MIX	Bag 75% Iceberg, 15% red cabbage, 10% shredded carrot	5LB	BG	50	4.75	Yes	SEE ATTACHED FOR BUY AMERICAN
SALAD MIX	4-WAY MIX	90% Iceberg, 10% Romaine, 5% shredded carrot, 5% red cabbage	4/5LB	CS	35	17.00	Yes	SEE ATTACHED FOR BUY AMERICAN
SALAD MIX	4-WAY MIX	90% Iceberg, 10% Romaine, 5% shredded carrot, 5% red cabbage	5LB	BG	5	5.86	Yes	SEE ATTACHED FOR BUY AMERICAN
SALAD MIX	SPRING MIX	Target green 70%/Target red 30%	3LB	CS	310	7.95	Yes	SEE ATTACHED FOR BUY AMERICAN
SALSA	PICO DE GALLO	1/4" pieces	2/5LB	CS	285	23.32	Yes	SEE ATTACHED FOR BUY AMERICAN
SALSA	PICO DE GALLO	3/4" pieces	5LB	TR	50	12.05	Yes	SEE ATTACHED FOR BUY AMERICAN
SEASONING	SEASONING TAJIN CHILI		24/5OZ	CS	5	42.95	Yes	SEE ATTACHED FOR BUY AMERICAN
SPINACH		Cleaned	2.5LB	BG	1720	15.00	Yes	SEE ATTACHED FOR BUY AMERICAN
STRAWBERRIES	CLAMHELL	U.S. No. 1	6/1LB	CS	1575	76.75	Yes	SEE ATTACHED FOR BUY AMERICAN
SUGAR SNAP PEAS		Full Color	10LB	CS	130	33.95	Yes	SEE ATTACHED FOR BUY AMERICAN
TANGARINE	MANDARIN 24 SZ, 120 CT	U.S. No. 1, Fancy, Best in Season, Well Colored	25#	CS	250	27.95	Yes	SEE ATTACHED FOR BUY AMERICAN
TANGALO	MINNEOLA 125-150 CT	U.S. No. 1, Fancy, Best in Season, Well Colored	40#	CS	125	27.95	Yes	SEE ATTACHED FOR BUY AMERICAN
TOMATO	DICED		5LB	TR	15	13.25	No	Not grown in sufficient quantity or quality
TOMATO	DICED		2/5LB	CS	170	25.50	No	Not grown in sufficient quantity or quality
TOMATO	SLEEDED 5X6		5LB	TR	1200	13.25	No	Not grown in sufficient quantity or quality
TOMATO	SLEEDED		2/5LB	CS	100	29.85	No	Not grown in sufficient quantity or quality
TOMATO	GRAPE DROP	U.S. No. 1	1 PT	BKWT	1995	2.49	No	Not grown in sufficient quantity or quality
TOMATO	GRAPE DROP	U.S. No. 1	12/1PT	CS	1400	21.25	No	Not grown in sufficient quantity or quality
TOMATO	CHERRY	U.S. No. 1	12/1PT	CS	525	25.95	No	Not grown in sufficient quantity or quality
TOMATO	6X6	U.S. No. 1, Light Red to Red, Layer Pack or U.S. Large Pack or U.S. Large Pack (2-16/32" - 2-25/32")	5LB	CS	65	9.95	No	Not grown in sufficient quantity or quality
TOMATO	6X6	U.S. No. 1, Light Red to Red, Layer Pack or U.S. Large Pack or U.S. Large Pack (2-16/32" - 2-25/32")	20LB	CS	80	23.95	No	Not grown in sufficient quantity or quality
WATERMELON	SEEDLESS	U.S. No. 1, Whole	1	EA	415	9.45	No	Not grown in sufficient quantity or quality
WATERMELON	SEEDLESS	U.S. No. 1, Whole	4-5CT	CS	820	40.00	No	Not grown in sufficient quantity or quality
WATERMELON	SPAR	U.S. No. 1, Whole	24/2.70Z	CS	3705	20.00	No	Not grown in sufficient quantity or quality
WATERMELON	CHUNKS		4/2.5LB	CS	25	32.95	No	Not grown in sufficient quantity or quality
ZUCCHINI	STICKS	PW	50/30Z	CS	35	24.25	Yes	SEE ATTACHED FOR BUY AMERICAN
ZUCCHINI	STICKS		4LB	TR	10	10.00	Yes	SEE ATTACHED FOR BUY AMERICAN

Evaluation Criteria

RFP No. ___2023-2024-15NS Fresh & Processed Produce

Vendor _____ Gold Star _____

Criteria	Percentage	Score
Price-Indicator is calculated baed on estimated annual expenditirues for all districts combined. Percentage point reductions for each increment of \$25,000 above lowest bid	50	50
Experience, Competence, Responsive	10	10
Vendor Questionnaire	10	10
References - Conducted from lowest to highest bidder as needed.	10	10
Safety and Sanitation-Indicator is based on third-party inspections. Points deducted for no subminssion or poor inspection rating.	10	10
Item Availability- Indicator based on the number of items vendor carries and provides pricing for.	10	10
Total Score		100

Comments:

GOLD STAR FOODS, INC.
3781 E AIRPORT DR
ONTARIO, CA 91761



City of Vernon Health Department
4305 S. Santa Fe Avenue
Vernon, CA 90058
(323) 826-1448

HEALTH PERMIT

Business Name : GOLD STAR FOODS, INC.
Business Address : 3781 E AIRPORT DR
ONTARIO, CA 91761

Facility ID: FA0001288
Issued: 7/31/2023

PT0001431 - PR0002181
1637 - WHOLESALE FOOD VEHICLE
Valid From 7/1/2023 To 6/30/2024

LICENSE # 31319S2
LICENSE # 3218295
LICENSE # 3132057

LICENSE # 3231562
LICENSE # 3218296

THE PERSON, FIRM, OR CORPORATION ABOVE NAMED IS HEREBY GRANTED A PERMIT TO ENGAGE IN THE BUSINESS
ACTIVITY DESCRIBED ABOVE IN THE CITY OF VERNON FOR THE PERIOD INDICATED.

BY:

A handwritten signature in black ink, appearing to read 'F. Hill', is written over a horizontal line.

Director

CITY OF ONTARIO

BUSINESS LICENSE

2023 - 2024

TO BE POSTED IN A CONSPICUOUS PLACE AND
NOT TRANSFERABLE OR ASSIGNABLE.

The party shown is granted this certificate pursuant to License and Permit Provisions of the Municipal Code. This is not an endorsement of the activity, nor certification of compliance with other laws. This license is issued without verification that the licensee is subject to or exempt from licensing by the State of California.

Business Name	GOLD STAR FOODS	License Number	12403584
Business Location	3781 E AIRPORT DR ONTARIO, CA 91761-1558	Business Type	WHOLESALE BUSINESS
Business Owner(s)	GOLD STAR FOODS, INC. DAN MADSEN	Effective Date	July 01, 2023
		Expiration Date	June 30, 2024

JOHN CHO, CONTRACTS DEPT.
GOLD STAR FOODS
3781 E AIRPORT DR
ONTARIO, CA 91761-1558

Conditions WAREHOUSE DISTRIBUTION OF FOOD (REFRIGERATED) TO SCHOOLS.

GOLD STAR FOODS :

Thank you for your payment on your City of Ontario Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: Ontario@HDLgov.com or by telephone at: (909) 395-2022.

Contact the Business Registration Division at (909) 395-2022 if the business closes prior to the expiration date of the certificate. Please notify this office within ten (10) days of any change of business name, ownership, address location or activity.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>.



LICENSING DIVISION
303 EAST B STREET
ONTARIO, CA. 91764-4196



City of Ontario
BUSINESS LICENSE

HD10807A AUTO ALL FOR AADC 917
400000906 906/1



JOHN CHO, CONTRACTS DEPT.
GOLD STAR FOODS
3781 E AIRPORT DR
ONTARIO CA 91761-1558

License Number: 12403584

Date of Issue: 07/01/2023

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
3781 EAST AIRPORT DR

6 City, state, and ZIP code
ONTARIO, CA 91761

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

or

Employer identification number

2	6	-	1	3	4	0	5	6	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Kalen C. Brown* Date ▶ *1/4/2024*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2024

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

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

PRODUCER Edgewood Partners Ins. Center 350 S. Grand Avenue, Suite 4500 (877) 650-3742 / Lic#0B29370 Los Angeles CA 90071	CONTACT NAME: Pabla Barros	
	PHONE (A/C No. Ext): (213) 629-8936	FAX (A/C. No):
E-MAIL ADDRESS: pabla.barros@epicbrokers.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Starr Indemnity and Liability Company		38318
INSURER B: Great American Insurance Company		16691
INSURER C: Everest National Ins Co		10120
INSURER D: Navigators Specialty Insurance Company		36056
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** 589998988 **REVISION NUMBER:**

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

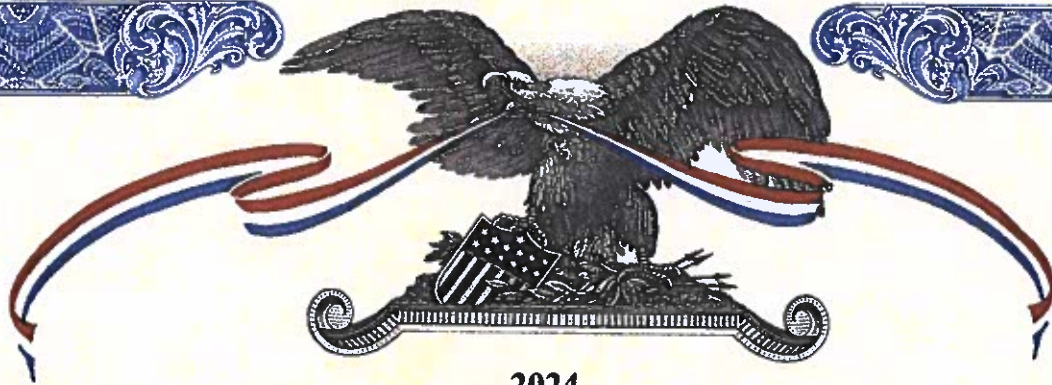
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	1000100098231	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1000639298231	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 5,000
D C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NY23UMRZ035PVIC XC5EX01165-231	11/1/2023 11/1/2023	11/1/2024 11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	1000003941 1000004409	11/1/2023 11/1/2023	11/1/2024 11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Crime Coverage		SAAE9228960000	12/1/2023	11/1/2024	Employee Dishonesty \$ 1,000,000 Loss of Clients Prop \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP No. 2023-2024-15NS Fresh and Processed Produce
The certificate holder and DISTRICTS: Murrieta Valley Unified School District, Temecula Valley Unified School District, Lake Elsinore Unified School District, Menifee Union School District, and Perris Elementary School District, Perris Union High School District and their officers, agents and employees are named as additional insured under said policy. DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of VENDOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. VENDOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

CERTIFICATE HOLDER **CANCELLATION**

Riverside County Cooperative 41870 McAlby Court Murrieta CA 92562	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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2024

CERTIFICATE OF REGISTRATION

This certifies that:

Gold Star Foods, Inc.
3781 East Airport Drive
Ontario, CA 91761-1570
United States

is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as currently effective on the date hereof by Registrar Corp:

U.S. FDA Registration No.: **11509953382**
U.S. FDA UFI (DUNS) No.: **098614118**
U.S. Registration Agent: **Registrar Corp**
144 Research Drive, Hampton, Virginia, 23666, USA
Telephone: +1-757-224-0177 • Fax: +1-757-224-0179

This certificate affirms that the above stated facility is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as effective by Registrar Corp as of the date hereof, and Registrar Corp will confirm that such registration remains effective upon request and presentation of this certificate until December 31, 2024, unless such registration has been terminated after issuance of this certificate. Registrar Corp makes no other representations or warranties, nor does this certificate make any representations or warranties to any person or entity other than the named certificate holder, for whose sole benefit it is issued. Registrar Corp assumes no liability to any person or entity in connection with the foregoing. The U.S. Food and Drug Administration does not issue a certificate of registration, nor does the U.S. Food and Drug Administration recognize a certificate of registration. Registrar Corp is not affiliated with the U.S. Food and Drug Administration.


Registrar Corp
144 Research Drive, Hampton, Virginia, 23666, USA
Telephone: +1-757-224-0177 • Fax: +1-757-224-0179
info@registrarcorp.com • www.registrarcorp.com


David Lennarz
Executive Director
Registrar Corp

Dated: October 2, 2023

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MURRIETA VALLEY
UNIFIED SCHOOL DISTRICT

Board of Education

Paul F. Diffley III

Linda J. Lunn

Nicolas Pardue

Julie Vandegrift

Nancy Young

Dr. Ward Andrus
Superintendent

**EXCERPT OF MINUTES OF THE
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION REGULAR MEETING
April 18, 2024**

Agenda Item G.12 Approval to Award Contract to Gold Star Foods for Fresh & Processed Produce in Response to Request for Proposal No. 2023-2024-15NS

The above action was approved by the following votes of the members present:

Aye: Paul Diffley, Linda Lunn, Nicolas Pardue, Julie Vandegrift, Nancy Young,

Nay:

Abstain:

Absent:

I, Ward Andrus, hereby certify the above is a true and correct excerpt of the minutes of said meeting.

Executed this 23rd day of April 2024.

Ward H. Andrus, Ed. D.

District Superintendent/Board Secretary



MURRIETA VALLEY
UNIFIED SCHOOL DISTRICT

Board of Education

Paul F. Diffley III

Linda J. Lunn

Nicolas Pardue

Julie Vandegrift

Nancy Young

Dr. Ward Andrus
Superintendent

April 4, 2024

Re: RFP No. 2023-2024-15NS Fresh and Processed Produce

Gold Star Foods
3781 East Airport Drive
Ontario, CA. 91761

We thank you for submitting your RFP on April 2, 2024. After careful review, Gold Star Foods has been determined to be the lowest responsive and responsible vendor. Pending Board Approval, we are happy to award the RFP to Gold Star Foods. A recap of this RFP will be available after April 30, 2024 and can be requested from Murrieta Valley Unified School District

Please contact Murrieta Valley Unified, Temecula Valley Unified, Lake Elsinore Unified, Menifee Union, Perris Union High School and Perris Elementary Districts directly to coordinate delivery schedules and start dates. Congratulations, we look forward to working with Gold Star Foods.

Sincerely,

Jill Lancaster, RD
Director Nutrition Services
Murrieta Valley Unified School District
951-696-1600 x1145

THE PRESS-ENTERPRISE

KEEP YOUR EYES ON THE 'PRISE

pe.com

3512 14 Street
Riverside, California 92501
(951) 368-9229
neller@scng.com

Murrieta Valley Unified School District
41870 McAlby Ct.
Murrieta, California 92562

<i>Account Number:</i>	5209167
<i>Ad Order Number:</i>	0011653487
<i>Customer's Reference/PO Number:</i>	
<i>Publication:</i>	The Press-Enterprise
<i>Publication Dates:</i>	03/07/2024 and 03/14/2024
<i>Total Amount:</i>	\$1119.06
<i>Payment Amount:</i>	\$0.00
<i>Amount Due:</i>	\$1119.06
<i>Notice ID:</i>	KNsGb64BJ44akrmCPoaU
<i>Invoice Text:</i>	<p>NOTICE INVITING REQUEST FOR PROPOSAL (RFP) RFP No. 2023-2024-15NS Fresh and Processed Produce NOTICE IS HEREBY GIVEN that this RFP is being issued cooperatively by the Riverside County School Districts listed below. Each school district acting by and through their Governing Boards request pricing for procurement and delivery of fresh and processed produce. School districts participating include: Temecula Valley Unified School District Lake Elsinore Unified School District Menifee Union School District Murrieta Valley Unified School District Perris Elementary School District Perris Union High School District RFP Deadline: 10:00 a.m. on April 2, 2024 Place of RFP Receipt: Murrieta Valley Unified School District Nutrition Services 41870 McAlby Court Murrieta, CA 92562 Companies interested in submitting an RFP can access documents at www.murrietaschoolnutrition.com, select the bids tab on the lower left corner of the homepage. All RFPs must be submitted on the forms furnished by the district and delivered in sealed envelopes labeled clearly with the name, address, and telephone number of the company submitting the RFP. RFPs can be delivered prior to the opening date and time stated above to Nutrition Services, Murrieta Valley Unified School District, 41870 McAlby Court, Murrieta, CA 92562 between 9:00 a.m. and 4:00 p.m. Monday through Friday. Any RFPs received after the time specified above shall be returned unopened. No pricing may be withdrawn for a period of sixty (60) days after the date set for the opening of the RFPs. The Districts reserve the right to reject any or all RFP's, to accept or reject any one or more items of a RFP, or to waive any irregularities or informalities in the RFP.</p>

The Press-Enterprise
3512 14 Street
Riverside, California 92501
(951) 368-9229

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

RFP No. 2023-2024-15NS Fresh and Processed Produce

Murrieta Valley Unified School District
41870 McAlby Ct.
Murrieta, California 92562

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011653487

FILE NO. 0011653487

PROOF OF PUBLICATION

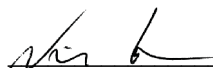
I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

03/07/2024, 03/14/2024

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

Date: March 14, 2024.

At: Riverside, California



Signature

NOTICE IS HEREBY GIVEN that this RFP is being issued cooperatively by the Riverside County School Districts listed below. Each school district acting by and through their Governing Boards request pricing for procurement and delivery of fresh and processed produce.

School districts participating include:

**Temecula Valley Unified School District
Lake Elsinore Unified School District
Menifee Union School District
Murrieta Valley Unified School District
Perris Elementary School District
Perris Union High School District**

RFP Deadline: 10:00 a.m. on April 2, 2024

**Place of RFP Receipt: Murrieta Valley Unified School District
Nutrition Services
41870 McAlby Court
Murrieta, CA 92562**

Companies interested in submitting an RFP can access documents at www.murrietaschoolnutrition.com, select the bids tab on the lower left corner of the homepage.

All RFPs must be submitted on the forms furnished by the district and delivered in sealed envelopes labeled clearly with the name, address, and telephone number of the company submitting the RFP.

RFPs can be delivered prior to the opening date and time stated above to Nutrition Services, Murrieta Valley Unified School District, 41870 McAlby Court, Murrieta, CA 92562 between 9:00 a.m. and 4:00 p.m. Monday through Friday. Any RFPs received after the time specified above shall be returned unopened.

No pricing may be withdrawn for a period of sixty (60) days after the date set for the opening of the RFPs.

The Districts reserve the right to reject any or all RFP's, to accept or reject any one or more items of a RFP, or to waive any irregularities or informalities in the RFP.

**The Press-Enterprise
Published: 3/7, 3/14/24**