



February 8, 2017

Audrey Witty, RD, Director of Nutrition Services
Perris Union High School District
155 East Fourth Street
Perris, CA 92570

Re: RFP #11173-15/16 – Frozen & Refrigerated Food Distribution

Ms. Witty,

Gold Star Foods, Inc. was recently awarded the contract for Distribution of Frozen and Refrigerated Foods to the San Gabriel Valley Food Services Co-Op, which is based on the SUPER Commodity Cooperative pricing, under RFP #1173-15/16. The original term of the contract is August 1, 2016 through July 31, 2017. The contract may be extended for an additional two [2] one year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the piggyback option for the Frozen and Refrigerated Foods to your district for the 2016/2017 school year. The same terms and conditions will apply.

Please consider our offer to renew carefully. If you have any questions or comments, please call me at Gold Star Foods.

We are proud to be your Child Nutrition Partner.

Thank you,

A handwritten signature in blue ink, appearing to read "T. Riad", is placed above the typed name.

Tiffany Riad, MM
Director of Contracts and Commodities

Acceptance:

Signature

Title

Date

Contract Documents:

Distribution: <https://app.box.com/s/8vqg7cl5yxngd1a2pjqsu1mai8rxoaq9>

3781 East Airport Drive, Ontario, CA 91761
Phone (909) 843-9617 • Fax (909) 843-9618
www.GoldStarFoods.com

San Gabriel Valley Purchasing Co-Op

2015-2016

June 1, 2016

Lead District (1)

Alhambra USD
Vivien Watts

Member District (18)

Arcadia USD
Kathleen Ashworth

Azusa USD
Stella Ndahura

Baldwin Park USD
Rosa Estrella

Burbank USD
Kathy Sessinghaus

Charter Oak USD
Natacha Morales

Covina Valley USD
Michael Burns

Duarte USD
Brian Volz

El Monte City SD
Robert Lewis

El Monte Union HSD
Suzy Sayre

Garvey SD
Richard Marchini

Glendora USD
Stacy Johnson

Mountain View SD
Susan Delgado

Rosemead SD
Krista Dixon

San Gabriel USD
Isabel Millan

San Marino USD
Carolle Thompson

South Pasadena USD
Michelle Curry

Temple City USD
Cheri Chan

West Covina USD
Corina Ulloa

Mr. Sean Leer, CEO
Gold Star Foods
3781 East Airport Drive
Ontario, CA 91761

Re: RFP 1173-15/16 Frozen & Refrigerated Food Distribution for The San Gabriel Valley Food Services Co-Op

Dear Mr. Leer,

On behalf of the San Gabriel Valley Food Services Cooperative Purchasing Group (SGV Co-Op), Alhambra Unified School District Board of Education approved the award of the above RFP to Gold Star Foods on May 31, 2016 for the 2016/2017 school year, effective August 1, 2016 to July 31, 2017. The SGV Co-Op, at the time of the RFP, consists of the following member districts:

Alhambra Unified School District	Arcadia Unified School District
Azusa Unified School District	Baldwin Park Unified School District
Burbank Unified School District	Charter Oak Unified School District
Covina Valley Unified School District	Duarte Unified School District
El Monte City School District	El Monte Union High School District
Garvey School District	Glendora Unified School District
Mountain View School District	Rosemead School District
San Gabriel Unified School District	San Marino Unified School District
South Pasadena Unified School District	Temple City Unified School District
West Covina Unified School District	

Three new school districts joined SGV Co-Op in 2016-17:

Bassett Unified School District	Lynwood Unified School District
Rowland Unified School District	

Please work with each member district. Each district is responsible to place, receive, and pay for their orders. Please do not hesitate to contact me if you have any questions.

Sincerely,



Vivien Watts, M.S. SNS
Director of Business Services
Alhambra Unified School District

CONTRACT AGREEMENT
(FROZEN AND REFRIGERATED FOOD DISTRIBUTION RFP # 1173-15/16)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this _____ day of _____, 2016, by and between Alhambra Unified School District (the "District") on behalf of the member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group (the "Co-Op") and

Gold Star Foods
Distributor/Contractor Name

PO Box 4328
Mailing Address

Ontario CA 91761
City State Zip Code

Hereinafter referred to as "Distributor."

RECITALS

- A. The Alhambra Unified School District is the lead agency for the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group (the "Co-Op"). The Co-Op has granted the District the authority to solicit and award proposals for products and services.
- B. On behalf of the Co-Op, the District has solicited proposals for the provision of Frozen and Refrigerated Food Distribution via a Request for Proposal Number 1173-15/16 (the "RFP"), whereby the Co-Op may agree to purchase specified products for the member districts' use from the successful bidder(s).
- C. Provisioner are the successful bidders under such request for proposal, and the Co-Op and Provisioner hereby desire to set forth their agreement with respect to the sale to the Co-Op members, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

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

TERM OF AGREEMENT

The term of this agreement will be from August 1, 2016 through July 31, 2017.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the Co-Op reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) 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 Co-Op. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The Co-Op reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the Co-Op. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the Los Angeles region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

DISCONTINUANCE OF SERVICE

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

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

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

PRICING

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

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

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

FUEL SURCHARGES

Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be a minimum of 0 in dollar volume or 0 in case counts.

The member district(s) in the Co-Op 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.

VEHICLE DELIVERY CONDITIONS

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

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

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

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

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

PRODUCT QUALITY CONTROL

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

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

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

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

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

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

INFERIOR PRODUCT

The Distributor agrees to permit inspection of the delivered items by a representative of the Co-Op with the right of rejection of inferior merchandise. The Co-Op's decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the Co-Op for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

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

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the Co-Op, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the Co-Op. The nutrient information may be obtained from an independent laboratory.

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

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

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

Distributor shall notify the Co-Op whenever there is a product/ingredient change in any item provided to the Co-Op. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Co-Op member district's Food Services Department.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the Co-Op unless prior approval has been received to deliver alternate products. The Co-Op will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the Co-Op shall be notified at least 1 days in advance.

And the Co-Op shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Co-Op. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

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

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group. The individual member districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the member district(s), timely delivery of all orders is expected. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, **the District reserves the right to assess a penalty payment to the Distributor for each instance in the amount of \$ 0 per late delivery**, and deduct from the Distributor's invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the

Contract. **The District shall be entitled to bill/deduct from payments to the Vendor the rate of \$ 0 per hour per delivery for any and all late deliveries.**

The Distributor must guarantee a 98.5% fill rate for all District orders. For any District order, if the Bidder is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the District pays on the open market.

ACCOUNTING

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

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

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 30 days" are offered.

RIGHT TO AUDIT

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

FORCE MAJEURE

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

SAFETY AND SECURITY

The Distributor shall comply with all Co-Op member district security regulations.

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

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

ADDITIONAL REQUIREMENTS

- a) The Distributor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities.
- b) The Distributor must have the ability to deliver ALL processed commodities and/or non-commodity items with a 2 day lead time
- c) The Distributor must stock "fee for service" and "modified fee for service" processed commodities and be prepared to deliver those processed commodities with a 2 day lead time to coincide with the 2 day lead time for non-commodity products
- d) The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.
- e) The Distributor must offer an active website to allow on-line ordering and reporting. Co-Op must have access to sales reports, commodity balances, and commodity reports via on-line.

INSURANCE

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

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

AFFIRMATIVE ACTION

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

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

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the Co-Op entirely harmless from all liability arising out of:

application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

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

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

DISTRICT:

PROVISIONER:

Alhambra Unified School District

Pat Rodriguez Mendez
By: Pat Rodriguez Mendez

Title: President / Asst. Secretary

Date: 5/31/16

Address:

1515 W. Mission Road
Alhambra, CA 91803

Phone No: (626) 943-6590

Fax No: (626) 943-8042

[Signature]

By: Sean C. Leer

Title: CEO

Address: GOLD STAR FOODS
3781 Lincoln Drive
P.O. Box 431
Ontario, CA 91761

Phone No: 909-843-9600

Fax No: 909-843-9659

Authorized Officers or Agents
(Corporate Seal)

GOLD STAR FOODS
3781 Lincoln Drive
P.O. Box 431
Ontario, CA 91761

**OFFICE OF THE SUPERINTENDENT REGULAR MEETING OF THE BOARD OF
EDUCATION
Alhambra USD
May 31, 2016 6:00PM
1515 W. Mission Road Alhambra, CA 91803**

- PUBLIC SESSION - 5:00 PM

- CALL TO ORDER & ROLL CALL

- PUBLIC COMMENTS ON CLOSED SESSION ITEMS

**-.1. Citizens Who Have Filed Written Requests to Address the Board on
Closed Session Items Listed on the Agenda (3 minutes per person/21
minutes per subject)**

- RECESS TO CLOSED SESSION

**-.1. Matters Related to Students - Pursuant to Government Code 48900
and following: Expulsions: 2015-2016 Case Nos. 023 and 024**

Rationale:

Prepared By: Laurel Bear, Ph.D., Assistant Superintendent -
Student/Employee Welfare

**-.2. Conference with Labor Negotiator - Conference with Labor Negotiator
Marsha Gilbert, Assistant Superintendent - Human Resources, pursuant
to Government Code 54957.8 regarding Alhambra Teachers Association
(ATA) and California School Employees Association Chapter 295 (CSEA)**

Rationale:

Prepared By: Marsha Gilbert, Assistant Superintendent - Human Resources

**-.3. Conference with Legal Counsel - Pursuant to Subdivision(a) of
Section 54956:9: Case Nos. BC579583; BC565723; and BC566609**

Rationale:

Prepared By: Denise R. Jaramillo, Assistant Superintendent, Business
Services

**-.4. Public Employee: Discipline/Dismissal/Release - Pursuant to
Government Code 54957 - Certificated Employee**

Rationale:

Prepared By: Marsha Gilbert, Assistant Superintendent - Human Resources

-5. Public Employee: Appointment/Release/Reassignment: Pursuant to Government Code Section 54954.5(b)(2) - Titles: Secondary Principal; Secondary Assistant Principal; Elementary Assistant Principals

-6. Discuss Superintendent's Evaluation Pursuant to Government Code 54957

Rationale:

Prepared By: Laura Tellez-Gagliano, Ed.D., Superintendent

-. RECONVENE TO PUBLIC SESSION-6:00 PM Board Room

-. ORDER OF BUSINESS (including addenda to items)

-. CALL TO ORDER & PLEDGE TO FLAG

-. ROLL CALL OF BOARD MEMBERS

-. REPORT ON ACTION TAKEN IN CLOSED SESSION

-. APPROVAL OF MINUTES

-.1. Approval of Regular Meeting Minutes of May 10, 2016

Attachments:

UNAPPROVED MINUTES OF REG BD OF ED MTG, 05-10-16

-. STUDENT REPRESENTATIVES

-.1. No reports

-. COMMUNICATIONS

-.1. Recognition of 2016-2017 Teacher of the Year Paola Juarez

-.2. Recognition of Gold Ribbon Award Winners

Rationale:

Prepared By: Gary Gonzales, Ed.D., Assistant Superintendent - Educational Services

Quick Summary / Abstract:

The California Gold Ribbon Schools Awards was created to honor schools in place of the California Distinguished Schools Program and recognizes schools that have made gains in implementing the academic content and performance standards adopted by the State Board of Education. Additionally, the California Department of Education also awarded Title I

Academic Awards to those schools that have demonstrated success in significantly closing the achievement gap between high and low-performing students. Winners of both awards include Brightwood, Marguerita, Monterey Highlands, Northrup, Park, Ramona, Repetto and Ynez Elementary Schools. Additionally, Monterey Highlands also received the Exemplary Physical Activity and Nutrition Program Award.

-3. Recognition of Schools by the Campaign for Business and Education Excellence (CBEE) as California Honor Roll Star Schools

Rationale:

Prepared By: Gary Gonzales, Ed.D., Assistant Superintendent - Educational Services

Quick Summary / Abstract:

Baldwin, Brightwood, Emery Park, Garfield, Granada, Marguerita, Monterey Highlands, Northrup, Park, Ramona, Repetto and Ynez Elementary Schools, as well as, Alhambra, Mark Keppel and San Gabriel High Schools. Additionally, three schools, Monterey Highlands, Ynez and Mark Keppel High School were also identified as STEM (Science Technology English Mathematics) Honor Roll Schools, California Honor Roll schools with high poverty and higher performance in math and science.

-4. Recognition of Daniel Perez, Alhambra High School Senior, Representative Judy Chu's Congressional Art Competition Winner

-5. Recognition of Alhambra High School, Mark Keppel High School and San Gabriel High School Dance Team Awards for 2015-2016 Competition Season

-6. Recognition of Alhambra High School, Mark Keppel High School and San Gabriel High School Speech & Debate Team Awards

-7. Recognition of Alhambra High School and San Gabriel High School Mathematics Engineering and Science Achievement (MESA) Participants

-8. Board Recognition for Didi Hirsch Mental Health Services

Rationale:

Topics have ranged from, "how does mental health impact the classroom," to "how to help students manage stress," as well as "how to help teachers manage their professional and personal demands," to name just a few. The extraordinary services that they provide to AUSD as well as their partnership has continued to exceed minimal standards and clearly this agency goes above and beyond their call of duty. As such AUSD is recognizing Didi Hirsch for their contribution to the Alhambra School Community and their positive impact in supporting the wellness and welfare of students as well as staff.

Prepared By:

Laurel Bear, Ph.D., Assistant Superintendent, Student/Employee Welfare

Quick Summary / Abstract:

Didi Hirsch is a community based mental health agency that has provided school base mental health services in AUSD for many years. This year they have gone above and beyond, by providing monthly wellness seminars specifically designed for teachers.

-9. Presentation on Recent Community Survey Results

Quick Summary / Abstract:

Presented by Mr. John Fairbank

-. CITIZENS REQUESTS TO ADDRESS BOARD ON ITEMS NOT LISTED ON AGENDA

-1. Citizens Who Have Filed Written Requests to Address the Board on Items Not Listed on the Agenda (3 minutes per person/21 minutes per subject)

-. CITIZENS REQUESTS TO ADDRESS BOARD ON ITEMS ON THE AGENDA

-1. Citizens Who Have Filed Written Requests to Address the Board on Items Listed on the Agenda (3 minutes per person/21 minutes per subject)

-. LABOR ORGANIZATIONS

-1. CSEA Chapter 295, ATA & AMA

-. STAFF REPORT

-.1. No items

-. BUSINESS SERVICES

-.1. Adoption of Resolution No. 15-16-29 Authorizing to Open Checking Account for After School Adventures Program

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District approve the Resolution to Open a New Checking Account for the After School Adventures Program.

In order to provide adequate monitoring and support of the After School Adventures Program account, the District is requiring to utilize the services of Cathay Bank. A resolution authorizing this account to be opened is attached.

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

Attachments:

Resol. No. 15-16-29, 05-31-16

-.2. Acceptance of Gifts from Various Donors to the Alhambra Unified School District (see attached for specifics)

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District accept the attached list of gifts to the District and that letters of appreciation be sent to the donors.

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

Attachments:

Acceptance of Gifts 05-31-16

-.3. Approval of Cash Collections for the Month of April 2016

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District review and approve the attached Cash Collections for the Month of April 2016.

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

Attachments:

Approval of Cash Collections 05-31-16

-.4. Approval of Change Order # 7 for Lease-Lease Back, 1603 Chestnut Site Work and Demolition Project

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District approve the following change order:

PROJECT: Lease-Lease Back, Facilities Lease, Site Lease, Resolution No. 14-15-26 - 1603 Chestnut Site Work and Demolition Project

Contractor: The Nazerian Group, Inc.

Amount: Change Order # 7 = \$8,945.00

Description: Page 2 Attached

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

Attachments:

Change Order #7, 1603 Chestnut -Site Work and Demolition

-5. Approval of Contracts/Agreements/Amendments/Memberships

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District approve the attached Contracts/Agreements/Amendments/Memberships.

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

Attachments:

Contracts/Agreements/Amendments/Memberships, 05-31-16

-6. Approval of Payment of Warrants & Purchase Orders April 16-31, 2016

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District approve the attached payment of warrants, payroll, purchase, warehouse, cafeteria, and confirming emergency orders April 16-31, 2016.

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

Attachments:

Approval of Payment of Warrants and Approval Purchase Orders 05/31/16

-7. Award of Bid # 1175-15/16 Bus Transportation Services Home to School for Regular and Students with Disabilities, Field and Athletic Trips as Needed

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District award the following bid:

BID # 1175-15/16

Bus Transportation Services Home to School for Regular and Students with

Disabilities, Field and Athletic Trips as Needed

It is recommended that the Board of Education approve the award (RECAP to follow).

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

-8. Award of Request for Proposal (RFP) # 1173-15/16 Frozen & Refrigerated Food Distribution for San Gabriel Valley Food Services Cooperative Purchasing Group

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District award the following RFP:

Request for Proposal # 1173-15/16

Frozen & Refrigerated Food Distribution for the San Gabriel Valley Food Services Cooperative Purchasing Group

Alhambra is the lead District for the San Gabriel Valley Food Services Cooperative Purchasing Group. The RFP was administered by the Alhambra Unified School District on behalf of 19 school districts in the purchasing group. It is recommend that the Board of Education approve the award (RECAP to follow).

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

-9. Approval to Utilize Another Agency's Bid for Computer Hardware, Peripherals and Connection

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District approve the request to use Monterey County Office of Education, Bid #527683, in which the County has performed all legal advertising costs and timely bid processing procedures. As a courtesy the

contract County has included a clause in the bid specification to permit us to share their bid at the same pricing they received. When expected dollar amounts exceed the legal bid limit and it is beneficial for the District to utilize another District's bid, it requires approval by the Board of Education to remain in compliance with Public Contract Code Section 20118.

The Bid is awarded to CalSave (vendor) with CDW Government LLC (distributor) for technology supplies. It is effective through December 31, 2018 and may be extended as allowed by law in accordance with Sections XI.2 of these Terms and Conditions.

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

-10. Approval of Authorization to Make Appropriation Transfers

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District, in accordance with the provisions of Section 42601 of the Education Code, authorize the County Superintendent of Schools to make appropriate transfers necessary at the close of the 2015-2016 school year to permit the payment of obligations of the District incurred during such school year.

Prepared By: Denise R. Jaramillo, Assistant Superintendent - Business Services

-11. Approval of Staff Report and Adoption of Resolution No. 15-16-27 of the Board of Education of the Alhambra Unified School District Authorizing the Execution and Delivery of a Site Lease, Sublease, Construction Services Agreement, and Other Acts Relating to the Mark Keppel High School – Gym Lobby, Locker Room HVAC Upgrades, Dance Studio Project

Rationale:

Staff is submitting the attached Resolution, No. 15-16-27, Mark Keppel High School - Gym Lobby, Locker Room HVAC Upgrades, Dance Studio Project to the Board of Education of the Alhambra Unified School District ("District") seeking authority to execute and deliver a Site Lease, Sublease, and Construction Services Agreement Contract to have certain repairs,

renovations and site improvements made to Mark Keppel High School. The work is generically referred to as the Mark Keppel High School - Gym Lobby, Locker Room HVAC Upgrades, Dance Studio Project. Work consists of: Construction of Foyer in Gym; Locker Room upgrades; Classroom conversion to Dance Studio; Restroom upgrades; infrastructure upgrades; drinking fountain installations; hardscape improvements., (“Project”). The duration of the project will be six (6) months (180 calendar days) from the start of construction to substantial completion.

The District will lease the site and facilities which the District owns to E.C. Construction Company, The Nazerian Group, Inc., Omega Contractors, Ian Thomas Group, Inc., or ACC Contractors who will construct the Project thereon and then lease back and surrender the improved Site, Facilities and improvements constructed thereon to the District pursuant to the authority given to the District under Education Code Section 17406.

Please see attached Resolution No. 15-16-27 for further details which should be considered as part of Staff’s Report and recommendation to the Board.

Prepared By: Cynthia L. Martin, Construction Consultant

Attachments:

Resol. No. 15-16-27, MKHS-Gym Lobby, Locker Rm HVAC Upgrades, Dance Studio Proj.

-12. Approval of Staff Report and Adoption of Resolution No. 15-16-28 of the Board of Education of the Alhambra Unified School District Authorizing the Execution and Delivery of a Site Lease, Sublease, Construction Services Agreement, and Other Acts Relating to the San Gabriel High School – Locker Room Upgrades Project

Rationale:

Staff is submitting the attached Resolution, No. 15-16-28, San Gabriel High School - Locker Room Upgrades Project to the Board of Education of the Alhambra Unified School District (“District”) seeking authority to execute and deliver a Site Lease, Sublease, and Construction Services Agreement Contract to have certain repairs, renovations and site improvements made to San Gabriel High School. The work is generically referred to as the San Gabriel High School - Locker Room Upgrades Project. Work consists of: Locker Room upgrades including HVAC modifications, finishes, and lockers, (“Project”). The duration of the project will be six (6) months (180 calendar days) from the start of construction to substantial completion.

The District will lease the site and facilities which the District owns to E.C. Construction Company, The Nazerian Group, Inc., Omega Contractors, Ian

Thomas Group, Inc., or ACC Contractors who will construct the Project thereon and then lease back and surrender the improved Site, Facilities and improvements constructed thereon to the District pursuant to the authority given to the District under Education Code Section 17406.

Please see attached Resolution No. 15-16-28 for further details which should be considered as part of Staff's Report and recommendation to the Board.

Prepared By: Cynthia L. Martin, Construction Consultant

Attachments:

Resol. No. 15-16-28, SGHS-Locker Room Upgrades Proj.

- HUMAN RESOURCES

-1. Approval of the Human Resources Transaction Report

Rationale:

Recommendation for elections of employees in this Human Resources Report are in accordance with Board Regulation 2122, unless otherwise indicated, which outlines the functions of the Superintendent including the following:

1. Approve and recommend to the Board of Education for employment, all personnel required for administration, supervision, teaching, clerical work, maintenance of buildings, custodial service or any other type of service that may be necessary for the operation of the Alhambra Unified School District.
2. Authority for the assignment, transfer, and placement of all personnel, at their appropriate salary in accordance with current Board salary policies, regulations and actions. The Superintendent shall also approve and recommend promotion, suspension or dismissal of any employee except himself/herself.

Prepared by: Marsha Gilbert, Assistant Superintendent-Human Resources

Attachments:

Human Resources Transaction Report, 05-31-16

-2. Approval of the Human Resources Conference Attendance Report

Rationale:

It is recommended that the following individuals be authorized to attend conferences listed below without loss of salary and with their actual and necessary expenses to be paid by the Alhambra Unified School District in accordance with Section 44032 of the Education Code, and the resolution adopted by the Board of Education.

Prepared by Marsha Gilbert, Assistant Superintendent-Human Resources

Attachments:

Human Resources Conference Attendance Report, 05-31-16

-.3. Approval of the Classified Management Job Description for Career Technical Education (CTE) Specialist

Rationale:

It is recommended that the Board of Education review and approve the Classified Management job description for Career Technical Education (CTE) Specialist.

Prepared by: Marsha Gilbert, Assistant Superintendent-Human Resources

Attachments:

Classified Management Job Description for CTE Specialist

-. EDUCATIONAL SERVICES

-.1. Approval of Field Trips Report as of this Date

Rationale:

Staff recommends approval of the field trips report as of this date.

Prepared By

Gary Gonzales, Ed.D., Assistant Superintendent-Educational Services

Attachments:

Field Trips, 05-31-16

- STUDENT/EMPLOYEE WELFARE

-1. Approval of Expulsions: 2015-2016 Case Nos. 023 and 024

Rationale:

There are two high school student recommended for full expulsion.

Prepared By:

Laurel Bear, Ph.D., Assistant Superintendent-Student/Employee Welfare

- W. SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

-1. Approval of SELPA

Contracts/Agreements/Amendments/Memberships

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District approve the attached SELPA contracts/agreements/amendments/memberships.

Prepared By: Laura Tellez-Gagliano, Ed.D., Superintendent

Attachments:

SELPA Contracts/Agreements/Amendments/Memberships, 05-31-16

- SUPERINTENDENT

-1. Acknowledge Condolences

Rationale:

Prepared By: Becky Morales, Administrative Assistant

Attachments:

Condolences, 05-31-16

-2. Approval of Amendment to Employment Contract for Construction Consultant

Rationale:

Staff recommends that the Board of Education of the Alhambra Unified School District approve the amendment to the employment contract for construction consultant Cynthia L. Martin. This amendment will extend the current contract through December 30, 2016 for a total of not to exceed 480

hours.

Prepared By: Laura Tellez-Gagliano, Ed.D., Superintendent

Attachments:

Amendment to Employment Contract for Construction Consultant

- BOARD OF EDUCATION

-1. No items

- UNFINISHED BUSINESS

-1. Board Members Updates - Civic Committees

**- BOARD OF EDUCATION DISCUSSION TO GUIDE FUTURE
RECOMMENDATIONS**

- ANNOUNCEMENT OF NEXT MEETING/ADJOURNMENT

-1. The next Regular meeting of the Board will be held on Tuesday, June 14, 2016, in the Board Room at 1515 W. Mission Road, Alhambra, CA 91803

RECAP

Date of B/M: May 31, 2016

Item No. B-E

RFP No. and Title: #1173-15/16
Frozen & Refrigerated Food Distribution for the San Gabriel Valley Food Services Cooperative Purchasing Group

RFP Release date: March 21, 2016

RFP Due date: April 18, 2016

Vendor Name

Total Pricing Quoted

- | | |
|----------------------------|--|
| 1. Gold Star Foods | 10% markup per case for single site delivery
12% markup per case for multiple site delivery
No Minimum |
| 2. A & R Food Distributors | 9.8% markup per case for single site delivery
11.5% markup per case for multiple site delivery
Minimum: Weekly \$395 with dry, 2/Week \$1,500 frozen |
| 3. Leabo Foods | 12.8% markup per case for single site delivery
13.5% markup per case for multiple site delivery
No minimum |

I recommend that RFP #1173-15/16 Frozen & Refrigerated Food Distribution be awarded to **Gold Star Foods** as the most responsive and responsible vendor in compliance with specifications meeting best interest of the District and the Districts in the San Gabriel Valley Food Services Cooperative Purchasing Group. I recommend that **A & R Food Distributors** be awarded as a backup distributor in the event that Gold Star Foods is unable to fulfill the requirements of the Districts. Total award amount is based on number of cases ordered and distributed. Effective date is August 1, 2016 through July 31, 2017 funded by Cafeteria fund. The term of the agreement is renewable for two additional years.

Prepared By:



Vivien Watts

Director of Business Services

Submitted By:



Denise Jaramillo

Assistant Superintendent, Business Services



ALHAMBRA

UNIFIED SCHOOL DISTRICT

OFFICE OF THE SUPERINTENDENT

Laura Tellez-Gagliano, Ed.D.

1515 West Mission Road, Alhambra, CA 91803

Phone: (626) 943-3330 FAX: (626) 943-8050

Minutes of Regular Board of Education Meeting

Alhambra Unified School District

May 31, 2016

BUSINESS SERVICES EXCERPT

On the motion of Mrs. Anderson, seconded by Mr. Gin and carried, the Board approved Item B-7 as recorded below:

B-8 Approved Award of Request for Proposal (RFP) # 1173-15/16 Frozen & Refrigerated Food Distribution for San Gabriel Valley Food Services Cooperative Purchasing Group.

This is to verify that the preceding is a true and correct excerpt from the Minutes of the Regular Meeting of the Board of Education of the Alhambra Unified School District on Tuesday, May 31, 2016.


Laura Tellez-Gagliano, Ed.D., Superintendent

and Secretary to the Board of Education

June 2, 2016

Date

*Votes:

Mrs. Jane C. Anderson	Yes
Mrs. Adele Andrade-Stadler	Yes
Mr. Robert L. Gin	Yes
Mrs. Patricia Rodriguez-Mackintosh	Yes
Mrs. Joanne Russell-Chavez	Yes

/bm

BOARD OF EDUCATION

Patricia Rodriguez-Mackintosh, President Jane C. Anderson, Vice President
Joanne Russell-Chavez, Clerk Robert L. Gin, Member Adele Andrade-Stadler, Member

EQUAL OPPORTUNITY EMPLOYER

**SAN GABRIEL
VALLEY FOOD
SERVICES
COOPERATIVE
PURCHASING
GROUP**

RFP #1173-15/16

**FROZEN &
REFRIGERATED
FOOD
DISTRIBUTION**



**GOLD STAR
FOODS**

**GOLD STAR
FOODS**

1. COVER LETTER
2. REQUEST FOR PROPOSAL
SIGNATURE PAGE
3. PROPOSAL WORKSHEET
4. CONTRACT AGREEMENT
5. DISTRIBUTOR QUESTIONNAIRE
6. REFERENCE LIST
7. PUBLIC LIABILITY AND PROPERTY
INSURANCE
8. NON-COLLUSION DECLARATION
9. HAZARD ANALYSIS CRITICAL
CONTROL POINT PLAN (HACCP)
10. DISASTER CONTINGENCY PLAN
11. FOOD SECURITY & SAFETY
PROGRAM
12. PRODUCT RECALL PROGRAM

**SAN GABRIEL
VALLEY FOOD
SERVICES
COOPERATIVE
PURCHASING
GROUP**
RFP #1173-15/16

**FROZEN &
REFRIGERATED
FOOD
DISTRIBUTION**



**GOLD STAR
FOODS**

**GOLD STAR
FOODS**

13. SUSPENSION AND DEBARMENT
CERTIFICATION, U.S. DEPARTMENT OF
AGRICULTURE

14. DISCLOSURE OF LOBBYING
ACTIVITIES

15. IRAN CONTRACTING ACT OF 2010
COMPLIANCE AFFIDAVIT

16. REQUIRED BID DOCUMENTS
CHECKLIST

17. MARKETING STRATEGIES

18. SUSTAINABILITY



Request for Proposal #1173-15/16

**Frozen & Refrigerated
Food Distribution**

For

***The San Gabriel Valley Food Services
Cooperative Purchasing Group***

Issue Date: March 21, 2016

Submit by: April 18, 2016 at 2:00 p.m.

Contact:

Vivien Watts, M.S. SNS

Director of Business Services

(626) 943-6590

COLD STAR FOODS
800 West Alhambra Drive
Burbank, CA 91508
Ontario, CA 91761

Table of Contents for RFP

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Notice of Request for Proposal	3
Request for Proposal Signature Page	4
Project Schedule	5
Instructions to Bidders	6
Required Bid Documents	12
Contract Agreement	17
Appendix	27

THE SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP
Member District Profile (19 Districts)

Proposal Worksheet

Distributor Questionnaire

Non-Collusion Declaration

Suspension and Debarment Certification, U.S. Department of Agriculture

Disclosure of Lobbying Activities

RAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

GOLD STAR FOODS
1775 FINE ARTS BLVD
FOLSOM, CA
Folsom, CA 95761

NOTICE OF REQUEST FOR PROPOSAL

Notice is hereby given that, on behalf of nineteen member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group, the Board of Education for the ALHAMBRA UNIFIED SCHOOL DISTRICT (District), ALHAMBRA, CA (Los Angeles County), will receive sealed proposals for **Request for Proposal Number # 1173-15/16** for the procurement of the following:

Frozen and Refrigerated Food Distribution
--

Sealed proposals must be delivered to the Purchasing Department, Alhambra Unified School District, 1515 West Mission Road, Alhambra, CA 91803 no later than 2:00 pm on April 18, 2016. Proposals shall be opened in public at 10:00 am on April 19, 2016 at the above-stated place.

The District is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their proposal is delivered to the Purchasing Department. Each proposal must conform and be responsive to the contract documents. No proposal may be withdrawn for ninety (90) days.

The District, on behalf of the purchasing group, reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest proposal. The award of contract, if made by the District, will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the member districts in the purchasing group, taking into consideration all aspects of the contractor's response, including the total net cost.

A Bidders Conference for the purpose of acquainting prospective bidders with the unique requirements of the purchasing group will be held on March 25, 2016 at 10:00 A.M. at the district address noted above.

To obtain Request for Proposal package visit the District Purchasing web page at: www.ausd.us or contact Vivien Watts, Director of Business Services at (626) 943-6590.

Vivien Watts, M. S. SNS
Director of Business Services
Alhambra Unified School District

Publish: 3/21/2016 & 3/28/2016
Pasadena Star News

OLD STAR FOODS
2221 Alhambra Blvd
Pasadena, CA 91761

Alhambra Unified School District

1515 W. Mission Road, Alhambra, CA 91083

Frozen & Refrigerated Food Distribution Request for Proposal # 1173-15/16

Submit RFP by April 18, 2016 at 2:00 p.m.

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of frozen and refrigerated food products for the member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group.

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

A Bidders Conference for the purpose of acquainting prospective bidders will be held on March 25, 2016 at 10:00 AM at the address listed above. Questions and answers from the Bidders Conference will be published in an Addendum released by 5:00 PM on March 25, 2016.

If further clarification is needed, call Vivien Watts at the Alhambra Unified School District at (626) 943-6590.

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

Signed By: [Signature]

Printed Name of Signor above: Sean C. Leer

Title: CEO Date: 4/15/2016

Company Name: Gold Star Foods

Mailing Address: 3781 E. Airport Drive

City: Ontario State: CA Zip Code: 91761

Phone Number: 909-843-9600 Fax Number: 909-843-9659

E-Mail Address: bids@goldstarfoods.com

PROJECT SCHEDULE

All events are held at Alhambra Unified School District located at
1515 W. Mission Road, Alhambra, CA 91803

Issue Date: March 21, 2016

Bidders Conference: March 25, 2016 at 10:00 a.m.

Proposal Due: April 18, 2016 at 2:00 p.m.
Purchasing Department

Proposal Opening: April 19, 2016 at 10:00 a.m.

Bidder's Interview: April 25, 2016 at 9:00 a.m.

Protest Deadline: April 26, 2016 by 10 a.m.

Intend to Award: May 11, 2016 (Pending Board Approval)

Recap of RFP: Available After May 31, 2016 or Board Approval

Contact: Vivien Watts, M.S. SNS
Director of Business Services
Alhambra Unified School District
1515 W. Mission Road
Alhambra, CA 91803
(626) 943-6590

CHIEF CLERK
ALHAMBRA UNIFIED SCHOOL DISTRICT
1515 W. MISSION ROAD
ALHAMBRA, CA 91803

Instructions to Bidders

THE STAR FOODS
1001 ALVARADO BLVD
OAKLAND, CA 94612

PURPOSE OF THIS RFP

The San Gabriel Valley Food Services Cooperative Purchasing Group, hereinafter referred to as Co-Op, is seeking proposals from qualified companies to procure and deliver frozen, refrigerated, processed commodity and/or commercial food products to receiving sites within the member districts. **The RFP will be awarded to one (1) winning distributor for all member districts in the Co-Op. A second distributor may be awarded as a backup.** A backup distributor will only be used when the winning distributor is unable to deliver the item(s) ordered by a member district on a regularly scheduled delivery date. Furthermore, in the event that the winning distributor is unable to fulfill the contract requirements thus result in a cancellation of the original contract between the winning distributor and the member district(s), a backup distributor may enter into a contract with a member district upon mutual agreement without resubmitting another proposal. Proposals made in this RFP by the backup distributor shall stay effective till the end of the contract term. Each individual member district will act as the sole judge on whether the contract requirements are met to the district’s satisfaction. This RFP defines the program, the products, and the services that are being sought from the Distributor and generally outlines the program requirements.

SCOPE OF SERVICES

The selected vendor(s) will partner with the Co-Op member districts over the term of the contract resulting from this RFP to procure and deliver frozen, refrigerated, processed USDA Commodity and/or commercial food products to sites designated within the member districts (see Appendix for individual member district profile). The SGV Co-Op is comprised of the following school districts at the time of the issuance of this RFP:

1. Alhambra Unified School District
2. Arcadia Unified School District
3. Azusa Unified School District
4. Baldwin Park Unified School District
5. Burbank Unified School District
6. Charter Oak Unified School District
7. Covina Valley Unified School District
8. Duarte Unified School District
9. El Monte City School District
10. El Monte Union High School District
11. Garvey School District
12. Glendora Unified School District
13. Mountain View School District
14. Rosemead School District
15. San Gabriel Unified School District
16. San Marino Unified School District
17. South Pasadena Unified School District
18. Temple City Unified School District
19. West Covina Unified School District

CO-OP SAN GABRIEL VALLEY
FOOD SERVICES COOPERATIVE PURCHASING
GROUP
Covina, CA 91731

- a. After the opening of proposals, a RFP review committee representing the Co-Op will score the proposals based on the evaluation criteria. No less than 2 and no more than 5 responsive proposers shall be invited for an interview;
- b. The committee may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed proposer.
- c. The Committee will make a recommendation to all member districts of the Co-Op.
- d. The Co-Op as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the Co-Op, Alhambra Unified School District will issue Intent to Award letter to the successful bidder. The award will be formally made by the Alhambra Unified School District Board of Education in a timely manner. In the event that a second vendor is awarded as a backup, Alhambra Unified School will mail Intent to Award letter to the backup distributor in the same manner.

4. Protest by Bidders. A bidder may protest a bid award if he/she believes that the award is inconsistent with Alhambra Unified School District (AUSD) Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the AUSD Superintendent or designee by the protest deadline. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

5. Execution of Contract. The signed contract forms submitted by the proposing Distributor become fully executable after the award of the RFP. In the event the Distributor to whom an award is made fails or refuses to execute the contract within the period provided in this section, the Co-Op may work with the backup distributor, or may reject all proposals and may issue a new Request for proposal.

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a RFP review committee of the Co-Op. Each proposal will be scored on a scale of 1 to 100 points.

1. Cost (35 points)

Bidders should complete the proposal worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited. The bidder proposing lowest cost will be assigned 35 points.

2. Customer Service & References (25 points)

Bidders should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the Co-Op in promoting school meal programs.

3. Experience and Competence (20 points)

Bidder should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the Co-Op.

4. Sustainability (20 points)

Bidder should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis. Bidder should show evidence of an integrated system to ensure food-safety and social responsibility, for example, to provide economic opportunity for San Gabriel Valley residents and businesses and stimulate economic development in the local area.

CLASAR FOODS
10000 WILSON AVENUE
GARDEN GROVE, CALIFORNIA

Required Bid Documents

ARFOODS
ARFOODS
ARFOODS


Required Bid Documents Checklist

COPY

Distributors responding to this RFP must follow the format in the section of Required Bid Documents. The following must be completed and submitted with the proposal package:

1. Cover Letter (Note: Provide your own document.)	✓
2. Request for Proposal Signature Page	✓
3. Proposal Worksheet	✓
4. Contract Agreement	✓
5. Distributor Questionnaire	✓
6. Reference List (Note: Provide your own document.)	✓
7. Public Liability and Property Insurance (Note: Provide your own document.)	✓
8. Non-Collusion Declaration	✓
9. Hazard Analysis Critical Control Point Plan (Note: Provide your own document.)	✓
10. Disaster Contingency Plan (Note: Provide your own document.)	✓
11. Food Security and Safety Program (Note: Provide your own document.)	✓
12. Product Recall Program (Note: Provide your own document.)	✓
13. Suspension and Debarment Certification, U.S. Department of Agriculture	✓
14. Disclosure of Lobbying Activities	✓
15. Iran Contracting Act of 2010 Compliance Affidavit	✓
16. Required Bid Documents Checklist (this form)	✓

Completed by: Sean P. Leer Title: CEO

Signature:  Date: 4/15/16

REQUIRED BID DOCUMENTS

Submit all of the following documents with your proposal.

1. Cover Letter (three single sided pages maximum)

Include the following components in the cover letter:

- RFP number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with The San Gabriel Valley Food Services Cooperative Purchasing Group.
- The following statements:
"I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."
- Name and Nature of Distributor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct firm name.
 - a. Distributor name
 - b. Address
 - c. Name of contact person
 - d. Phone number
 - e. Email address
 - f. Year Distributor was established
 - g. Number of employees
 - h. Web site/Facebook page
 - i. Signature of authorized officer or person
 - j. Corporate seal (if a corporation)

2. Request for Proposal Signature Page

An authorized officer or person shall sign the proposal under the correct firm name.

3. Proposal Worksheet

No proposals shall receive consideration by the Co-Op unless responses are completed for every question in the worksheet. Prospective Distributors are encouraged to respond in detail to each of the questions listed in the worksheet.

4. Contract Agreement

The form of contract agreement, which the successful proposer, as Distributor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the proposer. Proposers are required to fill in the blank lines in the contract to complete the proposal. **No proposals shall receive consideration by the Co-Op unless this contract agreement is completely filled out and signed with the proposal.** The complete contract consists of

the following documents: The Notice to Bidders, the Instructions to Bidders, the Accepted Bid, and the Contract Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents.

Both the winning distributor and, when applicable, the backup distributor will be required to execute the signed contract agreement when the RFP is awarded. Distributors who are not awarded the RFP are not required to execute the signed contract agreement.

5. Distributor Questionnaire

Distributor shall be required to respond to each of the attached questionnaires completely to be considered, and encouraged to provide detailed responses. Provide your answers on the Distributor Questionnaire included with this RFP.

6. Reference List (one page maximum)

Please supply the contact information for (10) School District Food & Nutrition Services. List must include the following information for each contact:

- a. District name
- b. Address
- c. Contact name and telephone number

7. Public Liability and Property Insurance

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

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

8. Non-collusion Declaration

Distributors on this contract are required to submit a Declaration of Non-collusion with their proposal. This form is included with the proposal package and must be signed under the penalty of perjury and dated.

CONFIDENTIAL

9. Hazard Analysis Critical Control Point (HACCP) Plan

Distributors on this contract must have a HACCP Program in place for the company. A copy of the vendors HACCP Plan must be submitted with this proposal.

10. Disaster Contingency Plan

A copy of the Distributor's Disaster Contingency Plan must be submitted with this proposal.

11. Food Security and Safety Program

A copy of the Distributor's Food Security and Safety Program must be submitted with this proposal.

12. Product Recall Program

A copy of the Distributor's Product Recall Program must be submitted with this proposal.

13. Suspension and Debarment Certification, U.S. Department of Agriculture

This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered

14. Disclosure of Lobbying Activities

This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered

15. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran. For bids \$1,000,000 or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their proposal at the time of bid. Failure to do so may deem your bid non-responsive.

16. Required Bid Form Checklist

A checklist for required bid forms is included in this RFP. Complete and submit with this proposal.

01/15/2015
11:11 AM
01/15/2015
11:11 AM

COPY

Contract Agreement

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4323
Ontario, CA 91761

CONTRACT AGREEMENT

(FROZEN AND REFRIGERATED FOOD DISTRIBUTION RFP # 1173-15/16)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this _____ day of _____, 2016, by and between *Alhambra Unified School District (the "District")* on behalf of the member districts in the *San Gabriel Valley Food Services Cooperative Purchasing Group (the "Co-Op")* and

Gold Star Foods
Distributor/Contractor Name

PO Box 4328
Mailing Address

Ontario, CA 91761
City State Zip Code

Hereinafter referred to as "Distributor."

RECITALS

- A. The Alhambra Unified School District is the lead agency for the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group (the "Co-Op"). The Co-Op has granted the District the authority to solicit and award proposals for products and services.
- B. On behalf of the Co-Op, the District has solicited proposals for the provision of Frozen and Refrigerated Food Distribution via a Request for Proposal Number 1173-15/16 (the "RFP"), whereby the Co-Op may agree to purchase specified products for the member districts' use from the successful bidder(s).
- C. Provisioner are the successful bidders under such request for proposal, and the Co-Op and Provisioner hereby desire to set forth their agreement with respect to the sale to the Co-Op members, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

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

TERM OF AGREEMENT

The term of this agreement will be from August 1, 2016 through July 31, 2017.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the Co-Op reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) 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 Co-Op. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The Co-Op reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the Co-Op. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the Los Angeles region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

DISCONTINUANCE OF SERVICE

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

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

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

PRICING

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

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

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

FUEL SURCHARGES

Absolutely **no fuel surcharges** will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be a minimum of 8 in dollar volume or 8 in case counts.

The member district(s) in the Co-Op 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.

VEHICLE DELIVERY CONDITIONS

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

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

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

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

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

PRODUCT QUALITY CONTROL

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

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

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

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

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

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

INFERIOR PRODUCT

The Distributor agrees to permit inspection of the delivered items by a representative of the Co-Op with the right of rejection of inferior merchandise. The Co-Op's decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the Co-Op for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

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

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the Co-Op, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the Co-Op. The nutrient information may be obtained from an independent laboratory.

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

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

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

Distributor shall notify the Co-Op whenever there is a product/ingredient change in any item provided to the Co-Op. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Co-Op member district's Food Services Department.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the Co-Op unless prior approval has been received to deliver alternate products. The Co-Op will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the Co-Op shall be notified at least 1 days in advance.

And the Co-Op shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Co-Op. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

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

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group. The individual member districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the member district(s), timely delivery of all orders is expected. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, **the District reserves the right to assess a penalty payment to the Distributor for each instance in the amount of \$ 10 per late delivery**, and deduct from the Distributor's invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the

FOODS
303 Redwood Drive
Ontario, CA 91761

Contract. The District shall be entitled to bill/deduct from payments to the Vendor the rate of \$ ~~0~~ per hour per delivery for any and all late deliveries.

The Distributor must guarantee a 98.5% fill rate for all District orders. For any District order, if the Bidder is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the District pays on the open market.

ACCOUNTING

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

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

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 30 days" are offered.

RIGHT TO AUDIT

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

FORCE MAJEURE

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

SAFETY AND SECURITY

The Distributor shall comply with all Co-Op member district security regulations.

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

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

ADDITIONAL REQUIREMENTS

- a) The Distributor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities.
- b) The Distributor must have the ability to deliver ALL processed commodities and/or non-commodity items with a 2 day lead time
- c) The Distributor must stock "fee for service" and "modified fee for service" processed commodities and be prepared to deliver those processed commodities with a 2 day lead time to coincide with the 2 day lead time for non-commodity products
- d) The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.
- e) The Distributor must offer an active website to allow on-line ordering and reporting. Co-Op must have access to sales reports, commodity balances, and commodity reports via on-line.

INSURANCE

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

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

AFFIRMATIVE ACTION

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

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

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the Co-Op entirely harmless from all liability arising out of:

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

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

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

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1 Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the Co-Op that will enter the sites and other district facilities for purposes of providing services covered by this proposal during normal district hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the Co-Op with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the Co-Op that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by and individual who has satisfied the fingerprinting requirements of Section 452125.1.

PIGGYBACK CLAUSE/OTHER DISTRICTS

For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, **at the option of the Distributor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within but not limited to the California Counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 [K-12] and 20652 [Community Colleges] of the Public Contract Code. The District(s) waive their right to require such other districts and offices to draw their warrants in favor of the District(s) as provided in said Code sections. **Acceptance or rejection of this clause will not affect the outcome of this bid.**

Piggyback option granted *[Signature]* Piggyback option not granted _____

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon

application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

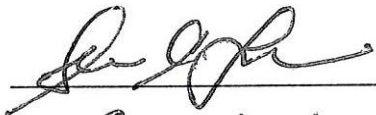
In the event of any dispute between the Co-Op, District, member district (s), and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party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

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

DISTRICT:

PROVISIONER:

Alhambra Unified School District



By: _____

By: Sean C. Leer

Title: _____

Title: CEO

Address:

Address: GOLD STAR FOODS

1515 W. Mission Road
Alhambra, CA 91803

8781 East Alhambra Drive

P.O. Box 4828

Ontario, CA 91761

Phone No: (626) 943-6590

Phone No: 909-843-9600

Fax No: (626) 943-8042

Fax No: 909-843-9659

Authorized Officers or Agents
(Corporate Seal)

GOLD STAR FOODS
8781 East Alhambra Drive
P.O. Box 4828
Ontario, CA 91761

Appendix

CONFIDENTIAL
PROPERTY OF
CITY OF
CANTON, MASSACHUSETTS

THE SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP
Member District Profile (19 Districts)

1. Alhambra Unified School District

Zip Code (s) of delivery site(s):	91803
2014/15 Total Breakfast Meals Served	733,155
2014/15 Total Lunch Meals Served	1,417,663
2014/15 Breakfast Average Daily Participation	4,073
2014/15 Lunch Average Daily Participation	7,876
Use a Cycle Menu?	Yes
Number of Delivery Site	1
Preferred Days of Delivery	Mondays & Wednesdays
Preferred Time of Delivery	5:00 A.M. to 8:00 A.M.

2. Arcadia Unified School District

Zip Code (s) of delivery site(s):	91006, 91007
2014/15 Total Breakfast Meals Served	127,638
2014/15 Total Lunch Meals Served	469,116
2014/15 Breakfast Average Daily Participation	697
2014/15 Lunch Average Daily Participation	2563
Use a Cycle Menu?	Yes
Number of Delivery Site	6
Preferred Days of Delivery	Thursdays
Preferred Time of Delivery	7:00 A.M. to 10:00 A.M.

3. Azusa Unified School District

Zip Code (s) of delivery site(s):	91702, 91722
2014/15 Total Breakfast Meals Served	403,249
2014/15 Total Lunch Meals Served	1,172,387
2014/15 Breakfast Average Daily Participation	2241
2014/15 Lunch Average Daily Participation	6541
Use a Cycle Menu?	Yes
Number of Delivery Site	3
Preferred Days of Delivery	Mondays & Thursdays
Preferred Time of Delivery	6:00 A.M. to 11:00 A.M.

4. Baldwin Park Unified School District

Zip Code (s) of delivery site(s):	91746
2014/15 Total Breakfast Meals Served	806,765
2014/15 Total Lunch Meals Served	1,931,085
2014/15 Breakfast Average Daily Participation	5,000
2014/15 Lunch Average Daily Participation	10,000
Use a Cycle Menu?	Yes
Number of Delivery Site	21
Preferred Days of Delivery	Thursdays
Preferred Time of Delivery	5:30 A.M. to 10:00 A.M.

THE SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP
Member District Profile (19 Districts)

5. Burbank Unified School District

Zip Code (s) of delivery site(s):	91504, 91505, 91502, 91506
2014/15 Total Breakfast Meals Served	348,569
2014/15 Total Lunch Meals Served	715,883
2014/15 Breakfast Average Daily Participation	1,800
2014/15 Lunch Average Daily Participation	3,850
Use a Cycle Menu?	Yes
Number of Delivery Site	5
Preferred Days of Delivery	Wednesdays & Fridays
Preferred Time of Delivery	6:00 A.M. to 11:30 A.M.

6. Charter Oak Unified School District

Zip Code (s) of delivery site(s):	91724, 91740
2014/15 Total Breakfast Meals Served	30,970
2014/15 Total Lunch Meals Served	44,928
2014/15 Breakfast Average Daily Participation	1,548
2014/15 Lunch Average Daily Participation	2,365
Use a Cycle Menu?	No
Number of Delivery Site	8
Preferred Days of Delivery	Wednesdays & Fridays
Preferred Time of Delivery	6:00 A.M. to 1:00 P.M.

7. Covina Valley Unified School District

Zip Code (s) of delivery site(s):	91723, 91722, 91791
2014/15 Total Breakfast Meals Served	619,438
2014/15 Total Lunch Meals Served	1,225,786
2014/15 Breakfast Average Daily Participation	3,440
2014/15 Lunch Average Daily Participation	6,800
Use a Cycle Menu?	Yes
Number of Delivery Site	6
Preferred Days of Delivery	Mon & Fri (3 HS), Tues (3 MS)
Preferred Time of Delivery	6:00 A.M. to 10:00 A.M.

8. Duarte Unified School District

Zip Code (s) of delivery site(s):	91010
2014/15 Total Breakfast Meals Served	220,691
2014/15 Total Lunch Meals Served	462,291
2014/15 Breakfast Average Daily Participation	920
2014/15 Lunch Average Daily Participation	1,926
Use a Cycle Menu?	No
Number of Delivery Site	7
Preferred Days of Delivery	Mondays & Wednesdays
Preferred Time of Delivery	6:00 A.M. to 11:30 A.M.

THE SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP
Member District Profile (19 Districts)

9. El Monte City School District

Zip Code (s) of delivery site(s):	91731
2014/15 Total Breakfast Meals Served	1,338,503
2014/15 Total Lunch Meals Served	1,284,380
2014/15 Breakfast Average Daily Participation	7436
2014/15 Lunch Average Daily Participation	7135
Use a Cycle Menu?	Yes
Number of Delivery Site	1
Preferred Days of Delivery	Wednesdays
Preferred Time of Delivery	6:00 A.M. to 10:00 A.M.

10. El Monte Union High School District

Zip Code (s) of delivery site(s):	97131
2014/15 Total Breakfast Meals Served	561,942
2014/15 Total Lunch Meals Served	1,049,018
2014/15 Breakfast Average Daily Participation	3,037
2014/15 Lunch Average Daily Participation	5,670
Use a Cycle Menu?	Yes
Number of Delivery Site	5
Preferred Days of Delivery	Tuesdays & Fridays
Preferred Time of Delivery	5:30 A.M. to 11:00 A.M.

11. Garvey School District

Zip Code (s) of delivery site(s):	91770, 91755
2014/15 Total Breakfast Meals Served	293,400
2014/15 Total Lunch Meals Served	820,260
2014/15 Breakfast Average Daily Participation	1,630
2014/15 Lunch Average Daily Participation	4,557
Use a Cycle Menu?	No
Number of Delivery Site	5
Preferred Days of Delivery	Wednesdays & Fridays
Preferred Time of Delivery	5:30 A.M. to 12:45 P.M.

12. Glendora Unified School District

Zip Code (s) of delivery site(s):	91741
2014/15 Total Breakfast Meals Served	86,218
2014/15 Total Lunch Meals Served	373,937
2014/15 Breakfast Average Daily Participation	550
2014/15 Lunch Average Daily Participation	2,650
Use a Cycle Menu?	No
Number of Delivery Site	5
Preferred Days of Delivery	Wednesdays
Preferred Time of Delivery	6:00 A.M. to 9:00 A.M.

THE SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP
Member District Profile (19 Districts)

13. Mountain View School District

Zip Code (s) of delivery site(s):	91732, 91733
2014/15 Total Breakfast Meals Served	709,349
2014/15 Total Lunch Meals Served	1,255,821
2014/15 Breakfast Average Daily Participation	3941
2014/15 Lunch Average Daily Participation	6977
Use a Cycle Menu?	Yes
Number of Delivery Site	4
Preferred Days of Delivery	Wednesdays & Fridays
Preferred Time of Delivery	5:45 A.M. to 9:30 A.M.

14. Rosemead School District

Zip Code (s) of delivery site(s):	91770
2014/15 Total Breakfast Meals Served	122,570
2014/15 Total Lunch Meals Served	389,379
2014/15 Breakfast Average Daily Participation	679
2014/15 Lunch Average Daily Participation	2,150
Use a Cycle Menu?	Yes
Number of Delivery Site	6
Preferred Days of Delivery	As Needed
Preferred Time of Delivery	5:30 A.M. to 1:00 P.M.

15. San Gabriel Unified School District

Zip Code (s) of delivery site(s):	91776
2014/15 Total Breakfast Meals Served	130,612
2014/15 Total Lunch Meals Served	535,513
2014/15 Breakfast Average Daily Participation	726
2014/15 Lunch Average Daily Participation	2,975
Use a Cycle Menu?	Yes
Number of Delivery Site	1
Preferred Days of Delivery	Mondays & Wednesdays
Preferred Time of Delivery	5:00 A.M. to 10:00 A.M.

16. San Marino Unified School District

Zip Code (s) of delivery site(s):	91108
2014/15 Total Breakfast Meals Served	0
2014/15 Total Lunch Meals Served	114,382
2014/15 Breakfast Average Daily Participation	0
2014/15 Lunch Average Daily Participation	632
Use a Cycle Menu?	No
Number of Delivery Site	2
Preferred Days of Delivery	Thursdays
Preferred Time of Delivery	6:00 A.M. to 10:00 A.M.

THE SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP
 Member District Profile (19 Districts)

17. South Pasadena Unified School District

Zip Code (s) of delivery site(s):	91030
2014/15 Total Breakfast Meals Served	75,000
2014/15 Total Lunch Meals Served	336,600
2014/15 Breakfast Average Daily Participation	400
2014/15 Lunch Average Daily Participation	1,800
Use a Cycle Menu?	Yes
Number of Delivery Site	1
Preferred Days of Delivery	Fridays
Preferred Time of Delivery	6:00 A.M.– 6:30 A.M.

18. Temple City Unified School District

Zip Code (s) of delivery site(s):	91775, 91780
2014/15 Total Breakfast Meals Served	0
2014/15 Total Lunch Meals Served	556,487
2014/15 Breakfast Average Daily Participation	0
2014/15 Lunch Average Daily Participation	1,390
Use a Cycle Menu?	Yes
Number of Delivery Site	6
Preferred Days of Delivery	Wednesdays & Fridays
Preferred Time of Delivery	7:00 A.M. to 10:30 A.M.

19. West Covina Unified School District

Zip Code (s) of delivery site(s):	91790
2014/15 Total Breakfast Meals Served	539,452
2014/15 Total Lunch Meals Served	1,031,378
2014/15 Breakfast Average Daily Participation	2,684
2014/15 Lunch Average Daily Participation	5,132
Use a Cycle Menu?	Yes
Number of Delivery Site	1
Preferred Days of Delivery	Wednesday & Fridays
Preferred Time of Delivery	5:30 A.M.

Please note that a new member district is in the process to join the Co-Op in 2016/17. When applicable, the new member district shall be able to piggy back on this RFP.

CO-OP PURCHASING GROUP
 1173-15/16
 Temple City, CA 91780

PROPOSAL WORKSHEET

San Gabriel Valley Food Services Cooperative Purchasing Group (Co-Op)
Request for Proposal # 1173-15/16

Distributor Name: Gold Star Foods

No proposals shall receive consideration by the Co-Op unless responses are completed for every question in the worksheet. All or most of the member districts of the Co-Op have a price agreement under Super Co-Op with manufactures. In the event a current or new member is not part of the Super Co-Op, you agree to extend the same pricing to all members in the San Gabriel Valley Food Services Cooperative Purchasing Group. Initial here [Signature]

Is your firm willing to accept the award as a backup distributor when offered? Yes No

1. Please quote only the distributor's charge for delivery services on items listed on the Super Co-Op agreement.

a. Frozen: 10 % markup per case for single site delivery
12 % markup per case for multiple site delivery

b. Refrigerated: 10 % markup per case for single site delivery
12 % markup per case for multiple site delivery

2. Describe in detail the pricing methodology when the Co-Op members purchase products not listed on the Super Co-Op agreement. For example, manufacturer invoice cost + % markup.

See attached.

3. Outline any discount terms or payment options available: Not applicable

4. Are there a minimum number of cases required per each delivery or site? No

If so, what is the delivery per case charge if minimums are not met? _____

5. List additional charges and/or discounts (put N/A if none): Not applicable

Submitted by: Sean C. Leer Title: CEO

Signature: [Signature] Date: 7/15/16

DISTRIBUTOR QUESTIONNAIRE

San Gabriel Valley Food Services Cooperative Purchasing Group
Request for Proposal # 1173-15/16

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.
(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Using a landed cost of \$20.00 per case, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to those District(s) would be for this item.
Note: Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. (A)
2. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)
3. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B)
4. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)
5. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)
6. What is your procedure for notifying the customer of shortages and/or substitutes? (B)
7. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)
8. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)
9. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)

See attached

10. Describe your commodity tracking abilities in detail. (C)

11. How do you handle value pass thru commodity costs? (C)

12. How does your company assist school district(s) if a freezer goes down and the district(s) ask for assistance? (C)

13. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)

14. What is your procedure to bring in new products for District(s)? (C)

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

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

No _____

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

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

17. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

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

19. Has your firm provided economic opportunity for the San Gabriel Valley residents and business? If so, explain. (D)

Firm Title Gold Star Foods, Inc Signature [Handwritten Signature]

Phone#: 909-843-9600 Name (Printed) Sean C. Leer

Fax#: 909-843-9679 E-Mail address sean@goldstarfoods.com

NONCOLLUSION AFFIDAVIT TO BE

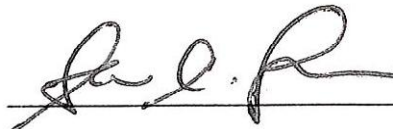
EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

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

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

4/15/16
(Date)


(Signature)

GOLD STAR FOODS
3781 East Alhambra Drive
P.O. Box 638
Ontario, CA 91763

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

1173-15/16

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Sean C. Leer
Printed Name

CEO
Title

[Signature]
Signature

4/15/16
Date

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

(4)

(5)

(6)

(7)

(8)

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761
G:SNP:DEBARMENT

(10) INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

GOLD STAR FOODS
8781 Balfour Road Drive
PO Box 100
Ontario, CA 91761

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

(4) OR

Name of Food Service Management or Food Service Consulting Company: <i>Gold Star Foods Inc</i>		
Printed Name and Title: <i>Sean C. Leer, CEO</i>	Signature: <i>[Signature]</i>	Date: <i>4/15/16</i>
Name of School Food Authority:		Agreement Number:

GOLD STAR FOODS
 3701 East Airport Drive
 80. B.L. 4312
 Ontario, CA 91761

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

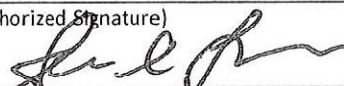
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting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

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

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

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed) <i>Gold Star Foods Inc.</i>	Federal ID Number (or n/a) <i>26-1340567</i>
By (Authorized Signature) 	
Print Name and Title of Person Signing <i>Sean C. Leer, CEO</i>	Date Executed <i>4/15/16</i>

OPTION #2: EXEMPTION

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

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

GOLD STAR FOODS
10000
Ontario, CA 91761

Questions and Answers from Bidders Conference
RFP #1173-15/16
Frozen & Refrigerated Food Distribution for SGV Co-Op

1. Please clarify the role of the backup distributor as a 2nd awarded bidder.

A 2nd distributor may be awarded as a backup and will only be used in two situations. When the winning distributor is not able to deliver an item ordered on a regular delivery date, or does not carry the item, the member district in the co-op may purchase that item from the backup distributor. Another situation is when the winning distributor is not able to meet the requirements of the district in a successful manner, the member district may give a 30 day notice to discontinue contract with the winning distributor. Upon mutual agreement the district may enter into a contract with the backup distributor without going out to bid again.

2. Regarding reports does the district need to be able to access information from vendor website or can a vendor provide the information?

The Co-Op prefers to be able to access information from the website. However, as long as the information is available upon request, it is acceptable.

3. Is there a list of specific items given upfront?

No. Super Co-Op items are posted on their website. When districts have menus ready, menus will be provided to distributors as soon as possible.

4. How do you get a copy of the Super Co-Op pricing?

The items and prices are posted on the Super Co-Op website.

QUESTIONS
CALL OR EMAIL
1-800-451-7777
OR FAX
916-451-7701

Additional Questions and Answers as of 4/12/16
RFP #1173-15/16
Frozen & Refrigerated Food Distribution for SGV Co-Op

1. **List of all locations and addresses, or should I contact each district?**

We do not provide information of individual delivery locations at this point. Delivery arrangements shall be made, once the RFP is awarded, with individual school districts.

2. **One week's delivery invoices or usage report, with invoices #'s and dates to estimate drop sizes and how the delivery loads look, (ref/frozen/dry)**

We do not provide usage reports at this point. It will be based on the menus for the new school year for each individual school district.

3. **Option to do key drops?**

Please define key drop.

...the key drops- this would be where a delivery would come at night and open the kitchen/nutrition center then put the products away for the school and leave an invoice. Do you think there can be some value added to the bid, let's see... maybe an average cost per meal we can use to define the value of the business to determine the fee /mark up for the deliveries.

Delivery arrangements shall be made with individual school districts.

We do not currently have an average cost per meal available.

4. **Menu meetings with each district, or with the Co Op, d these currently occur?**

We do not currently have menu meetings with each district, or with the Co-Op.

5. **Distributor Questionnaire, page 35 – Question #10 (Describe your commodity tracking abilities in detail): Sorry, but I'm not sure 100% what you mean. Can you please explain?**

Describe how you would track commodities used in products purchased by school districts so reports are done in a timely manner with accuracy.

6. **Suspension and Debarment Certif. – Page 37 – name of food school authority: Alhambra Unified School District? -Agreement Number: ?????**

Please fill in the lines for potential vendor or Existing Contractor (Lower Tier participant) only. Print name and title then sign and date.

C. J. [unclear]
[unclear]
[unclear]
[unclear]



GOLD STAR FOODS

General Information

CORPORATE ADDRESS:

3781 Airport Way
Ontario, CA 91761-1558

MAILING ADDRESS:

PO Box 4328
Ontario, CA 91761

REMITTANCE ADDRESS:

PO Box 4328
Ontario, CA 91761

FEDERAL I.D. NUMBER:

26-1340567

TELEPHONE:

(800) 540-0215
(909) 843-9600

FAX:

(909) 843-9659 General Office

GENERAL E-MAIL:

comments@goldstarfoods.com

WEB SITE:

www.goldstarfoods.com

CHIEF EXECUTIVE OFFICER

Sean Leer Sean@goldstarfoods.com

CHIEF FINANCIAL OFFICER

Bill Barrett BillBarrett@goldstarfoods.com

SENIOR VICE PRESIDENT, OPERATIONS

Larry Noble Larry@goldstarfoods.com

VICE PRESIDENT & GENERAL COUNSEL

C. Scott Salmon Scott@goldstarfoods.com

VICE PRESIDENT, K12 SOLUTIONS

Stephanie Ewing SEwing@goldstarfoods.com

FINANCE

Senior Vice President, Finance

Mahvash Howell Mahvash@goldstarfoods.com

Director of Contracts & USDA Commodities

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USDA Direct Delivery

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Vice President, Produce

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Director of Customer Service

Rani Romero Rani@goldstarfoods.com

Customer Service Supervisor

Brianne Jamaica Brianne@goldstarfoods.com

Customer Service Supervisor

Amber Greenwell Amber@goldstarfoods.com

Regional Sales Manager - Southern California

Margie Fletcher Margie@goldstarfoods.com

Regional Sales Manager - Northern California

Shannon

Regional Sales Manager - Central California

Augie (AJ)

K12 Solutions Consultant

Laura Baber LauraBaber@goldstarfoods.com

PURCHASING

Director of Purchasing

Nancy Gibbs NancyGibbs@goldstarfoods.com

Manager of Strategic Sourcing

Karen Rosales KarenR@goldstarfoods.com

3781 Airport Way, Ontario, CA, 91761 ~ P.O. Box 4328, Ontario, CA, 91761

Phone (909) 843-9600 ~ Fax (909) 843-9659

www.goldstarfoods.com



GOLD STAR FOODS

GOLD STAR FOODS CORPORATE PROFILE

Gold Star Foods, Inc. ("Gold Star") is one of the largest specialty food distributors in the United States. Gold Star specializes in the sale and distribution of frozen foods, dry goods, refrigerated products, fresh bread, fresh produce and United States Department of Agriculture ("USDA") commodities to school districts throughout California, Arizona and Nevada. Gold Star is unequalled in its accurate and complete deliveries of food products aimed specifically toward child nutrition programs in the United States.

Gold Star began operations in 1966 as Gold Star Meat Company, a family-owned distributor of meat products primarily to coffee shops in the greater Los Angeles area. Gold Star Meat Company was purchased in 1978 and, under its new ownership, the focus of the business gradually shifted from servicing restaurants and coffee shops to servicing Southern California school districts. To better reflect the image of a changing inventory and its school district customer base, the company changed its name to "Gold Star Foods" in 1983.

In 2000, Gold Star's customer base grew to over 300 school districts throughout the Southwest United States. Gold Star has been recognized nationwide by the USDA and the American School Food Service Association as one of the outstanding foodservice distributors to school districts in the country. As part of its school focus throughout the years, Gold Star has developed sophisticated tracking systems to handle raw and processed USDA commodities as they travel through the distribution and storage processes necessary to accurately provide students with nutritious meals at their local schools. Gold Star carries an inventory of over 3,000 different school-related food products. Each month, hundreds of thousands of cases of product are transported through Gold Star's modern 262,000 square foot facility in Ontario, California. Gold Star's fleet of close to 200 trucks run 24 hours per day delivering fresh bread and food products for hungry children eager for the energy to learn.

As a past President of the California School Food Service Association was quoted as saying, "If you are a school district and you serve lunch, you should be purchasing from Gold Star Foods". It's true. There is nowhere else where you can find the same high level of integrity, value, service and professionalism as exhibited every day by the staff of friendly people at Gold Star.



GOLD STAR FOODS

Gold Star Foods Screening and Hiring Procedures

At Gold Star Foods, we recognize with pride our steady and experienced employees. Even with our many years of experience, our employees are required to maintain a high level of skill and performance to insure that we provide consistent quality to our customers. We strongly believe in making the best selection from the beginning...The applicant.

- Applications are reviewed in the order received by the Human Resources Department.
- Human Resources then consults with the Warehouse Coordinator for suggestions on placement
- The Human Resources Department checks employee References.
- Interview is scheduled with the Warehouse Coordinator and the Human Resources Dept.
 - Pre-placement tests are issued – Reading and Basic Mathematical Functions
 - Drivers – Road Test is performed by Transportation Lead-man/ Trainer
- Application is submitted for background check. Reports normally are completed within seven days. They include:
 - DMV Report
 - Criminal Report
- Completed Reports are reviewed and approved by the Human Resources Department.
- The Human Resources Department schedules approved applicant for a Drug Screening and a Physical Screen based on the Department assigned. Physical Screening results are immediate. Drug screening results are received 24 hours after collection.
- Negative results are then confirmed for a formal employment offer.

Gold Star Foods has a vital concern in providing employees with a safe, healthy, and efficient work environment that is free from drugs and alcohol and their effects. Therefore, Gold Star Foods is part of a continuous random drug screening process where employees are randomly selected for screening

STATE OF CALIFORNIA

**DEPARTMENT OF PUBLIC HEALTH
FOOD AND DRUG BRANCH**

PROCESSED FOOD REGISTRATION



**GOLD STAR FOODS, INC.
3781 EAST AIRPORT DRIVE
ONTARIO, CA 91761**

**REGISTRATION NUMBER: 56491
EXPIRATION DATE: 8/22/2016**

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

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

**PERMIT
NON-TRANSFERABLE**

Expires: 6/30/2016

This permit may be suspended or revoked by the Department of Public Health Environmental Health Services for cause. This permit is granted on the condition that the permittee will comply with the laws, ordinances, and regulations that are now or may hereafter be in force by the United States Government, the State of California, and the County of San Bernardino pertaining to the below mentioned business. Penalty fees are assessed on permits renewed 30 days after expiration date indicated above, or for failure to obtain new permit in case of transfer of ownership.

The Business Owner is responsible for timely renewal. Not receiving a renewal notice for any reason does not mitigate responsibility for timely payment. If not paid within 30 days of the expiration date shown, a 25% penalty will be imposed. Failure to correct violations cited on an inspection report, by the noted compliance date, shall necessitate an additional re-inspection at a charge of \$4.08 per 1 minutes with a minimum time of 30 minutes, and a minimum charge of \$122.50.

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


OWNER OF RECORD: **PROSPECT PARTNERS**
REGULATED FACILITY: FA0024615
FACILITY LOCATION: GOLD STAR FOODS INC
3781 E AIRPORT DR
ONTARIO, CA 91761

<u>#</u>	<u>Program Element</u>	<u>Program Identifier</u>	<u>Permit #</u>	<u>Program #</u>
1	1865 Distributor-Whistle (50,000-Up SqFt)		PT0025121	PR0032008

TOTAL FEE PAID: 376.00

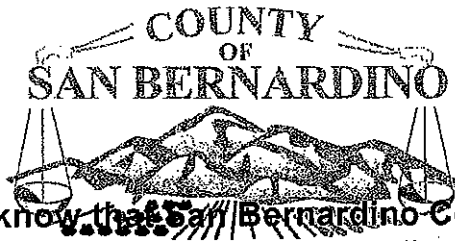
MUST BE POSTED IN A CONSPICUOUS PLACE
AT THE PERMITTED FACILITY. ISSUANCE OF THIS
PERMIT DOES NOT IMPLY APPROVAL.
FOOD FACILITIES MUST POST ENTIRE PAGE.

THIS IS NOT AN INVOICE


Division Chief
DIVISION OF ENVIRONMENTAL HEALTH
SERVICES

DEPARTMENT OF PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES

385 N. Arrowhead Ave, 2nd Floor, San Bernardino, CA 92415-0160 - (800) 442-2283 - FAX (909) 387-4323 - www.sbcounty.gov/dehs



Did you know that San Bernardino County
restaurant grades are on-line? Visit our
website at www.sbcounty.gov/dehs and
check out your favorite eatery.



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

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

1. LICENSE NO. 20080604	2. ANNIVERSARY DATE 03-11-2017	3. TYPE OF BUSINESS BOTH FRESH & FROZEN	4. NATURE OF BUSINESS WHOLESALE DEALER	5. OWNERSHIP TYPE CORPORATION	6. NO. OF BRANCHES 1
ATTN: SCOTT SALMON GOLD STAR FOODS INC P O BOX 4328 ONTARIO CA 91761-8828 BUS: 3781 E AIRPORT DR ONTARIO CA 91761-1558				<i>Read "NOTICE TO LICENSEE" on reverse side</i> <i>LICENSEE: Please examine this Certificate for accuracy. Report errors to P.A.C.A. Office at above address</i>	

Phone: (909) 843-9600 Fax: (909) 843-9659 Email: SCOTT@GOLDSTARFOODS.COM

EIN: 261340567 STATE IN WHICH INCORPORATED OR FORMED: DELAWARE DATE INCORPORATED: 10-30-2007

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

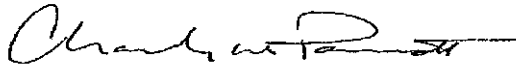
NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
BARRETT WILLIAM	CFO
SALMON SCOTT	VP, GC
HOWELL MAHVASH	SVP
LEER SEAN	CEO
GOLD STAR FOOD SERVICE INC	SH

MULTIPLE TRADE NAMES AND BRANCHES :

GOLD STAR FOODS INC DIXON CA

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

FV-231
 (10-02)
 CG: HFDL


 DEPUTY ADMINISTRATOR, FRUIT & VEGETABLE PROGRAMS

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

11/1/2007 SR EH 101-128083

GOLD STAR FOODS, INC
3781 E AIRPORT DR
ONTARIO, CA 91761-1570

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

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

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

Not valid at any other address

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

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

BOE-442-RREV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

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

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

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

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

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

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

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

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department



Certified Small Business Enterprise

Vendor Account Number: 165565
 Scott Salmon
 GOLD STAR FOODS, INC
 P.O. BOX 4328 3781 East Airport Drive
 Ontario, CA 91761

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Coalition of Southern California Public Agencies. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

*Metropolitan Water District of Southern California
 Port of Long Beach
 San Diego County Water Authority
 Los Angeles Unified School District
 Port of Los Angeles
 Los Angeles Community College District*

Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 424420 SBE Certificate Effective Date: 02/10/15 SBE Certificate Expiration Date: 02/10/18
--

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into your Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
 John J. Arena
 Metropolitan Water District of Southern California
 Business Outreach Program Manager

700 N. Alameda Street, Los Angeles, California 90012 Mailing Address: Box 54153, Los Angeles, CA 90054-0153
 Telephone (213) 217-7444

Request for Taxpayer Identification Number and Certification

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

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; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
3781 EAST AIRPORT DRIVE

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

7 List account number(s) here (optional)

Requester's name and address (optional)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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

OR

Employer identification number

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **3/31/16**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



April 18, 2016

Vivien Watts, MS, SNS
Director of Business Services
Alhambra Unified School District
1515 W. Mission Road
Alhambra, CA 91803

Dear Ms Watts:

Gold Star Foods Inc. (Gold Star or GSF) is pleased to present the following offer to the Alhambra Unified School District as the Lead Agency for the San Gabriel Valley Food Services Purchasing Group (San Gabriel Coop) in response to Request for Proposal (RFP) Number 1173-15/16 Frozen & Refrigerated Food Distribution, for the procurement and delivery of frozen, refrigerated, processed, commodity and/or commercial food products to member districts within the San Gabriel Coop. As required by the RFP, the following list outlines information about Gold Star Foods.

- a. Gold Star Foods, Inc.
- b. 3781 East Airport Drive Ontario, CA 91761
- c. Sean Leer, CEO
- d. 909-843-9607
- e. sean@goldstarfoods.com
- f. Established in 1978
- g. Number of Employees: 380
- h. Website: www.goldstarfoods.com; Twitter @goldstarfoods;
Facebook: <https://www.facebook.com/Gold-Star-Foods-Inc-134608939887373/>
- i. Signature (at bottom of cover letter)
- j. Corporate Seal (N/A)

Founded in 1978, GSF has been the leader in supporting K-12 operations since its inception. GSF is one of the only distributors in the nation that exclusively services school foodservice operations. We currently support over 500 school districts which collectively serve over 3.3 million meals per day. With over 380 employees, our entire system (Logistics, Warehouse, Transportation, Purchasing, Information Technology, Customer Service, and Quality Assurance) is designed to support the specific needs of your district(s).

Much like our district partners, the implementation of the Healthy Hunger-Free Kids Act changed the way we conduct business. We changed the focus from being "just a box mover" to becoming a solutions provider, aimed to assist districts in effectively managing their school food service operations and improve the overall image of school meals. In order to accomplish this task, we implemented a number of purchasing initiatives and technology-based solutions, which include:

3781 EAST AIRPORT DRIVE
ONTARIO, CA 91761
WWW.GOLDSTARFOODS.COM
©2016 Gold Star Foods



- Purging our inventory of all non-compliant food products, to alleviate schools concerns about their purchasing practices when conducting business with GSF.
- Creating an online database of Product Formulation Statements and photographs of original Child Nutrition (CN) Labels from the cases to assist customers is easily accessing the required documents to record meal pattern compliance.
- Improving our technology platform to provide reporting tools, data collection, trend analysis, and business metrics to improve transparency and traceability.

While these initiatives have significantly eased the administrative burden on school districts, this is not the only changes affecting school foodservice operations. The entire food supply has changed. School Districts need more than just compliant school meals. Parents, school boards, superintendents, food service directors, and students are requiring more; robust food safety programs, socially responsible local sourcing initiatives, and verification of employee and animal welfare programs are at the forefront of these conversations.

To meet these goals, GSF committed to a comprehensive strategy to ensure the foods we offer meet **OUR** core values and those outlined in the Los Angeles Food Policy Council's Good Food Procurement model. In early 2013, we developed a Vendor Code of Conduct to ensure that the foods we provide are the safest and healthiest available and sourced responsibly. In 2015, we challenged our supply partners to provide us with their commitment and submit measurable assurance that the foods they provide support local economies, provide environmental sustainability, value the workforce, provide humane and healthy care for livestock, and promote increasing nutrition composition. Included in this response we added a section outlining our commitment to sustainability. We continue to gather and vet information from our vendor partners to increase the transparency in the supply chain.

Most recently we embarked on a mission to support our Districts by identifying the point of origin of the foods we provide with the ultimate goal of including this information on the district invoice. This project will further support Districts with complying with the federal Buy American requirements, identifying foods from California that Districts can promote as supporting "local" efforts, and providing easily accessible information for Districts participating in the California Thursday program.

Food safety is not only important for our vendors, but also for our own operation. Our operation is safe, compliant, and has full traceability of all products we receive and deliver. In addition to achieving at least 97% or higher on our independent 3rd party audits over the last 3 years, we are also currently in the approval process to become certified as Global Food Safety Initiative (GFSI) operation-Safe Quality Food (SQF) Level 2. The GFSI is the most stringent food safety certification available globally. Stocking many hundreds of items, we also employ a dedicated Quality Assurance Staff. Their primary roles are to manage food safety and the quality & freshness of the products we provide your student customers.



Over the last few years, we have implemented several strategies to support schools with promotion of their school meal programs, included in this RFP is a section dedicated to outlining the marketing support we will provide to the cooperative.

In addition to Mr. Leer, the following key members of our leadership team will assist in the management of the San Gabriel Cooperative's account. The combined expertise, education, and cohesive nature of the team will ensure the success of the partnership between the cooperative and Gold Star Foods.

Team Member	Title	Role with the San Gabriel Cooperative	Years at Gold Star	Years in the Industry
Rani Romero	Director of Customer Service	Customer Service	23	23
Octavio Salazar	Director of Transportation	Operations (GSF)	1	19
Tiffany Riad	Director of Contracts and Pricing	Price Change and New Item Price Negotiation	15	15
Mahvash Howell	Senior Vice President of Finance	Invoices and Billing	5	17
Matt Jensen	Director of Information Technology	Online Ordering, Report Management	10	12
Karen Rosales	Manager of Strategic Sourcing	Good Food Procurement, New Items	15	15
Laura Baber, RD	K-12 Solutions Consultant	Menu Development	6 months	15
Margie Fletcher	Regional Sales Manager	On-site Support, USDA Foods, Admin Review	6 years	17

We would like to thank the Alhambra Unified School District and the San Gabriel Valley Purchasing Cooperative for this opportunity to present why GSF believes it is the right choice to partner with Districts on this distribution contract.

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

Respectfully,

Sean C. Leer
Chief Executive Officer

Alhambra Unified School District

1515 W. Mission Road, Alhambra, CA 91083

Frozen & Refrigerated Food Distribution Request for Proposal # 1173-15/16

Submit RFP by April 18, 2016 at 2:00 p.m.

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of frozen and refrigerated food products for the member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group.

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

A Bidders Conference for the purpose of acquainting prospective bidders will be held on March 25, 2016 at 10:00 AM at the address listed above. Questions and answers from the Bidders Conference will be published in an Addendum released by 5:00 PM on March 25, 2016.

If further clarification is needed, call Vivien Watts at the Alhambra Unified School District at (626) 943-6590.

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

Signed By: 

Printed Name of Signor above: Sean C. Leer

Title: CEO

Date: 4/15/2016

Company Name: Gold Star Foods, Inc.

Mailing Address: 3781 E. Airport Drive

City Ontario State CA Zip Code 91761

Phone Number 909-843-9600 Fax Number 909-843-9659

E-Mail Address: bids@goldstarfoods.com

PROPOSAL WORKSHEET

San Gabriel Valley Food Services Cooperative Purchasing Group (Co-Op)
Request for Proposal # 1173-15/16

Distributor Name: Gold Star Foods, Inc.

No proposals shall receive consideration by the Co-Op unless responses are completed for every question in the worksheet. All or most of the member districts of the Co-Op have a price agreement under Super Co-Op with manufactures. In the event a current or new member is not part of the Super Co-Op, you agree to extend the same pricing to all members in the San Gabriel Valley Food Services Cooperative Purchasing Group. Initial here [Signature]

Is your firm willing to accept the award as a backup distributor when offered? Yes No

1. Please quote only the distributor's charge for delivery services on items listed on the Super Co-Op agreement.

a. Frozen: 10 % markup per case for single site delivery
12 % markup per case for multiple site delivery

b. Refrigerated: 10 % markup per case for single site delivery
12 % markup per case for multiple site delivery

2. Describe in detail the pricing methodology when the Co-Op members purchase products not listed on the Super Co-Op agreement. For example, manufacturer invoice cost + % markup.

See attached.

3. Outline any discount terms or payment options available: Not applicable

4. Are there a minimum number of cases required per each delivery or site? No
If so, what is the delivery per case charge if minimums are not met? _____

5. List additional charges and/or discounts (put N/A if none): Not applicable

Submitted by: Sean C. Leer Title: CEO

Signature: [Signature] Date: 4/15/16



GOLD STAR FOODS

**Alhambra Unified School District
Request for Proposal #1173-15/16
Frozen & Refrigerated Food Distribution for
The San Gabriel Valley Food Services Cooperative Purchasing Group**

Pricing Methodology

Gold Star Foods (Gold Star or GSF) is pleased to offer the following pricing structure to the Alhambra Unified School District as the Lead Agency for the San Gabriel Valley Food Services Purchasing Group (San Gabriel Coop). This pricing methodology is not solely about the cost of the products but also includes a logistics component to efficiently deliver the products to the cooperative members. Our pricing model is based on utilizing multi-category purchasing and distribution for the entire cooperative which provides the lowest cost for distribution and achieves the lowest cost of goods (for purchases outside the Super Cooperative RFP) through economies of scale. Our distribution model is based on the current scope of work under this RFP which takes into account single stop and multiple stop site deliveries. When calculating the fixed fee markup on the cost of the product to cover Gold Star's cost of getting the product to the locations, the following costs are considered:

- Fair wages and benefits for all Warehouse Personnel, Truck Driver(s), and Office Staff
- Costs of transport (Trucks, Insurance, Fuel, Maintenance)
- Warehouse and facility costs
- Technology
- Quality Assurance and Food Safety Systems/Certifications
- Vendor selection, vetting, management, and oversight

Our delivery fees are calculated using a fixed fee per case charge, expressed as a percent mark-up. We are offering the member districts in the San Gabriel Purchasing Cooperative the following fixed fee mark-up per case for both frozen and refrigerated items:

Frozen and Refrigerated Single Site: 10 percent mark-up
Frozen and Refrigerated Multiple Sites: 12 percent mark-up

Cost FOB Ontario X Mark-up = Sell Price
Example: \$20.00 X 1.10 = \$22.00

The percent mark-up is utilized for all commodity items purchased utilizing the Net off Invoice Value Pass Through System and all commercial items purchased through this contract. All items purchased outside of the Super Coop RFP will be priced at Gold Star's landed cost plus the percent mark-up.

3781 EAST AIRPORT DRIVE
ONTARIO, CA 91761
WWW.GOLDSTARFOODS.COM
©2016 Gold Star Foods



As part of this proposal, the fixed fee per case delivery fee for manufacturers utilizing the Fee for Service VPT is listed below:

Manufacturer Name	Fee for Service Fixed Fee Delivery
ADVANCE-PIERRE FOODS	\$ 3.25
AMERICAN FOOD GROUP	\$ 3.25
ARDELLAS	\$ 4.15
ASIAN FOOD SOLUTIONS, INC	\$ 6.00
CHEF'S CORNER	\$ 6.00
DON LEE FARMS	\$ 3.25
FRESH INNOVATIONS	\$ 2.50
HORIZON SNACK FOODS	\$ 3.00
INTEGRATED FOOD SERVICE	\$ 3.25
J.T.M. FOODGROUP	\$ 3.25
JSB INDUSTRIES, INC	\$ 3.25
LAND O'LAKES, INC	\$ 3.00
LING'S COMMODITY	\$ 6.00
MCI FOODS/LOS CABOS	\$ 3.25
NATIONAL FOOD GROUP INC	\$ 3.50
PILGRIM'S PRIDE (GOLD KIST CMDY)	\$ 3.50
RICH CHICKS LLC	\$ 3.50
ROSE & SHORE, INC	\$ 3.25
SUNWISE FOODS, LLC	\$ 3.25
TABATCHNICK FINE FOOD INC	\$ 3.25
TYSON COMMODITY/COMMERCIAL	\$ 3.50
WAWONA FRZ FOOD	\$ 3.50

In order for Gold Star to meet operational expenses including paying employees a fair living wage and benefitted positions, it requires an 8—10% mark-up. Our goal is to achieve a 2—3% profit to reinvest into the company and create new jobs. Utilizing this methodology, our pricing model achieves the fair profit we need to successfully operate our programs while providing the most aggressive pricing for the San Gabriel Coop Members.

Administrative Costs

We feel that our proposal is the most cost effective related to the purchase of goods as well as the service/delivery level required by the District(s). Furthermore, our proposal also provides the lowest administrative costs to the District. By consolidating the purchase and delivery of USDA Foods, frozen, refrigerated, dry, produce, and bread to the District(s) will realize lower administrative costs.

Contract Agreement

Contract Agreement
Contract Agreement
Contract Agreement

CONTRACT AGREEMENT

(FROZEN AND REFRIGERATED FOOD DISTRIBUTION RFP # 1173-15/16)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this _____ day of _____, 2016, by and between Alhambra Unified School District (the "District") on behalf of the member districts in the San Gabriel Valley Food Services Cooperative Purchasing Group (the "Co-Op") and

Gold Star Foods

Distributor/Contractor Name

PO Box 4328

Mailing Address

Ontario, CA 91761

City State Zip Code

Hereinafter referred to as "Distributor."

RECITALS

- A. The Alhambra Unified School District is the lead agency for the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group (the "Co-Op"). The Co-Op has granted the District the authority to solicit and award proposals for products and services.
- B. On behalf of the Co-Op, the District has solicited proposals for the provision of Frozen and Refrigerated Food Distribution via a Request for Proposal Number 1173-15/16 (the "RFP"), whereby the Co-Op may agree to purchase specified products for the member districts' use from the successful bidder(s).
- C. Provisioner are the successful bidders under such request for proposal, and the Co-Op and Provisioner hereby desire to set forth their agreement with respect to the sale to the Co-Op members, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

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

TERM OF AGREEMENT

The term of this agreement will be from August 1, 2016 through July 31, 2017.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the Co-Op reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) 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 Co-Op. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The Co-Op reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the Co-Op. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the Los Angeles region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

DISCONTINUANCE OF SERVICE

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

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

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

PRICING

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

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

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

FUEL SURCHARGES

Absolutely **no fuel surcharges** will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be a minimum of 0 in dollar volume or 0 in case counts.

The member district(s) in the Co-Op 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.

VEHICLE DELIVERY CONDITIONS

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

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

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

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

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

PRODUCT QUALITY CONTROL

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

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

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

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

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

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

INFERIOR PRODUCT

The Distributor agrees to permit inspection of the delivered items by a representative of the Co-Op with the right of rejection of inferior merchandise. The Co-Op's decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the Co-Op for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

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

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the Co-Op, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the Co-Op. The nutrient information may be obtained from an independent laboratory.

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

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

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

Distributor shall notify the Co-Op whenever there is a product/ingredient change in any item provided to the Co-Op. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Co-Op member district's Food Services Department.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the Co-Op unless prior approval has been received to deliver alternate products. The Co-Op will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the Co-Op shall be notified at least 1 days in advance.

And the Co-Op shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Co-Op. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

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

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the member districts of the San Gabriel Valley Food Services Cooperative Purchasing Group. The individual member districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the member district(s), timely delivery of all orders is expected. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, **the District reserves the right to assess a penalty payment to the Distributor for each instance in the amount of \$ 0 per late delivery**, and deduct from the Distributor's invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the

Contract. **The District shall be entitled to bill/deduct from payments to the Vendor the rate of \$ 0 per hour per delivery for any and all late deliveries.**

The Distributor must guarantee a 98.5% fill rate for all District orders. For any District order, if the Bidder is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the District pays on the open market.

ACCOUNTING

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

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

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 30 days" are offered.

RIGHT TO AUDIT

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

FORCE MAJEURE

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

SAFETY AND SECURITY

The Distributor shall comply with all Co-Op member district security regulations.

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

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

ADDITIONAL REQUIREMENTS

- a) The Distributor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities.
- b) The Distributor must have the ability to deliver ALL processed commodities and/or non-commodity items with a 2 day lead time
- c) The Distributor must stock "fee for service" and "modified fee for service" processed commodities and be prepared to deliver those processed commodities with a 2 day lead time to coincide with the 2 day lead time for non-commodity products
- d) The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.
- e) The Distributor must offer an active website to allow on-line ordering and reporting. Co-Op must have access to sales reports, commodity balances, and commodity reports via on-line.

INSURANCE

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

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

AFFIRMATIVE ACTION

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

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

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the Co-Op entirely harmless from all liability arising out of:

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

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

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

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1 Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the Co-Op that will enter the sites and other district facilities for purposes of providing services covered by this proposal during normal district hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the Co-Op with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the Co-Op that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by and individual who has satisfied the fingerprinting requirements of Section 452125.1.

PIGGYBACK CLAUSE/OTHER DISTRICTS

For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, **at the option of the Distributor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within but not limited to the California Counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 [K-12] and 20652 [Community Colleges] of the Public Contract Code. The District(s) waive their right to require such other districts and offices to draw their warrants in favor of the District(s) as provided in said Code sections. **Acceptance or rejection of this clause will not affect the outcome of this bid.**

Piggyback option granted



Piggyback option not granted _____

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon

application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

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

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

DISTRICT:

PROVISIONER:

Alhambra Unified School District _____

 _____

By: _____

By: Sean C. Leer

Title: _____

Title: CEO

Address:

Address: GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

1515 W. Mission Road
Alhambra, CA 91803

Phone No: (626) 943-6590

Phone No: 909-843-9600

Fax No: (626) 943-8042

Fax No: 909-843-9659

Authorized Officers or Agents
(Corporate Seal)

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

DISTRIBUTOR QUESTIONNAIRE

San Gabriel Valley Food Services Cooperative Purchasing Group Request for Proposal # 1173-15/16

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.
(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Using a landed cost of \$20.00 per case, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to those District(s) would be for this item.
Note: Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. (A)
2. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)
3. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B)
4. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)
5. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)
6. What is your procedure for notifying the customer of shortages and/or substitutes? (B)
7. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)
8. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)
9. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)

See attached

10. Describe your commodity tracking abilities in detail. (C)

11. How do you handle value pass thru commodity costs? (C)

12. How does your company assist school district(s) if a freezer goes down and the district(s) ask for assistance? (C)

13. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)

14. What is your procedure to bring in new products for District(s)? (C)

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

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

No _____

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

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

17. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

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

19. Has your firm provided economic opportunity for the San Gabriel Valley residents and business? If so, explain. (D)

Firm Title Gold Star Foods, Inc Signature [Handwritten Signature]

Phone#: 909-843-9600 Name (Printed) Sean C. Leer

Fax#: 909-843-9679 E-Mail address sean@goldstarfoods.com



GOLD STAR FOODS

**Alhambra Unified School District
Request for Proposal #1173-15/16
Frozen & Refrigerated Food Distribution for
The San Gabriel Valley Food Services Cooperative Purchasing Group**

Distributor Questionnaire

- 1. Using a landed cost of \$20.00 per case, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to those District(s) would be for this item. Note: Landed cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice costs. (A)**

Gold Star Foods, Inc. (Gold Star or GSF) uses our landed costs as the basis for calculating all sell prices. Our landed cost is determined as either:

- (a) The total amount paid for by Gold Star on the manufacturers invoice when the foods are delivered directly to Gold Star's Ontario facility by the manufacturer or their designated logistics company, or
- (b) The total amount paid for by Gold Star on the manufacturers invoice plus the freight cost incurred by Gold Star when our drivers/trucks pick-up the foods at the manufacturers' facility or their secondary cold storage facility

While the landed cost is the basis for determining the selling price, determining the percent mark-up (difference between the selling price and profit), is not solely about the cost of goods but is an exercise in logistics. Our pricing model is based on distribution for the entire cooperative taking into account additional multi-category purchases (i.e., brown box and produce) which provides the lowest cost for distribution. To determine pricing and fair profit, we consider all aspects of our costs including:

- Fair wages and benefits for all Warehouse Personnel, Truck Driver(s), and Office Staff
- Costs of transport (Trucks, Insurance, Fuel, Maintenance)
- Warehouse and facility costs
- Technology
- Quality Assurance and Food Safety Systems/Certifications
- Vendor selection, vetting, management, and oversight



GOLD STAR FOODS

Our delivery fees are calculated using a fixed fee per case charge, expressed as a percent mark-up. We are offering the member districts in the San Gabriel Purchasing Cooperative the following fixed fee mark-up per case for both frozen and refrigerated items:

Frozen and Refrigerated Single Site:	10 percent mark-up
Frozen and Refrigerated Multiple Sites:	12 percent mark-up

Using these percentages as the basis, the final cost to the district would be as follows:

Single Site Delivery

$\$20.00 \times .10 = \2.00 fixed delivery fee

$\$20.00 =$ landed cost to GSF

$\$ 2.00 =$ delivery fee

$\$22.00 =$ final sale price to the District(s)

Multiple Site Delivery

$\$20.00 \times .12 = \2.40 fixed delivery fee

$\$20.00 =$ landed cost to GSF

$\$ 2.40 =$ delivery fee

$\$22.40 =$ final sale price to the District(s)

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

As mentioned above in Question 1, our logistics model was determined using the specific delivery days/time denoted by each member district, therefore we will be able to meet the specified delivery days and hours outlined in the Request For Proposal.

GSF works closely with districts when setting up new accounts and/or renewing accounts to set-up delivery schedules. Upon initial evaluation of the proposed delivery schedule, we have determined that we can meet the needs of the district(s) and would not require schedule modifications. However, after the award is made, the Director of Customer Service and/or the District(s) dedicated K12 Solutions Account Specialist will contact each District's Food Service Director (FSD) to solidify the delivery schedule in the event that the proposed schedule changed. Once a delivery schedule is finalized we enter the delivery requirement into our online ordering system and RoadNet

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Transportation Software to ensure that orders are placed on the correct delivery day and routed in a manner that allows for on-time deliveries.

3. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B)

Gold Star will require a 2-day lead time to achieve the 99.5% Service Level for the San Gabriel Coop.

Lead time is one of many factors that is required to achieve a 99.5% fill rate. Below is a brief list of other factors that may increase and/or decrease lead times:

- Manufacturer lead-time
- Manufacturer forecasting requirements
- Manufacturer production schedules
- Distributor lead-time
- Type of purchase—Commercial vs. Commodity (verifying that pounds/entitlement are available)
- Stocked vs. Non-Stock item at Distributor
- Quantity Stocked (Distributor Par Levels)
- New Items (either for Distributor or Manufacturer)
- Item Allocation (experienced during recent Avian Influenza Outbreak)
- Seasonality of the raw product

Achieving a 99.5% fill rate requires communication and coordination between the district, the awarded distributor, and manufacturers to ensure that the products districts need are available to meet the demand of the schools cycle menu.

Over the last decade, GSF has implemented a robust technology system to increase our overall fill rates. This system begins with communication between the school district and our K12 Solutions team. At the beginning of each school year, we coordinate with the Food Service Director and/or Menu Planner to identify how menus are planned (e.g., cycle menus), anticipated participation, confirm USDA Foods diversions, and discuss preferred vendors/end products. This coordination assists us with identifying weekly usage, provide accurate forecasting to the manufacturers, and determine par level inventories.



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We utilize school menus, order guides, and historical purchases to convert District menus into forecasted purchase amounts. This system allows us to decrease our lead times to two-days, allows for late adds and changes, and also provides a successful fill-rate. Throughout the year, ongoing communication about menu changes (additions and deletions), changes in student acceptability, and changes in participation help ensure that fill rates remain high.

As it specifically relates to on-line ordering, we are not limited by what technology our school partners see, but also what technology solutions are in place to provide our school partners the confidence that we can meet the needs of their District. Since our on-line ordering system is only accessible to customers, we have attached the GSF Customer Web Portal document to provide you with an overview of our on-line ordering program.

We also have the ability to upload orders from existing inventory systems directly into our systems. A few of the systems we currently work with include, but are not limited to NutriKids and Primero Edge.

Our Windows Dynamics NAV-ERP System has been designed to manage the many custom needs of our partner districts, especially those working with USDA items.

- Our secure online ordering system is available and searchable by appropriate District personnel 24 hours a day. Access to Gold Star Foods online is approved by District management and access can be limited through designated security levels determined by the District(s). Full access to the website provides the ability to view and print reports is available at www.goldstarfoods.com. The list of reports available is identified in Question 8.
 - We provide on-site training for all District(s) personnel who will utilize the system. Training is provided on an ongoing basis for new employees as well. We have training tutorials for those staff needing additional support outside of the on-site training. Furthermore, we have dedicated K12 Solutions Account Specialists available to assist with order entry, should your District need assistance when ordering on-line.
 - Order Processing- Gold Star has built a custom order processing system. We can take order uploads from your District's IT systems and seamlessly upload into our system for order processing. This enables the two systems to work interchangeably significantly reducing staff time to manage a fully auditable process.
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Within our operation, we have implemented a number of technological solutions to ensure that we have full traceability of foods from purchase, through receipt, storage, inventory, and delivery. As the largest single recipient of USDA Foods in the nation, we are a potential target for Biosecurity issues and we are well prepared for preventing issues throughout the supply chain through to the recipient district.

- Traceability- All goods received, stored and shipped by Gold Star Foods are managed through our data systems to ensure complete traceability. In the event of a recall we can identify what schools, on what date, and in what quantity each district received any potentially impacted product. In the fall of 2016, we will expand this system with a comprehensive update to include labels and bar coding on each case/unit of measure shipped with further identification attributes making it easier for your staff at the sites to manage and rotate products.
- GPS Technology- It's critical to be able to track and document all vehicle activity. With our GPS system, we are able to know when a delivery was made, where, and by whom. This is especially critical to know anticipated delivery timing as well as document activity in the event there are issues.
- Smart Phones- All delivery drivers carry Sprint Smart Phones. These phones are programmed with emergency contact information in case of emergency or security concern. These also have camera capabilities to document any impending issues and offer Food Services documentation of service.
- Automated Temperature Systems- All Gold Star facilities have automated temperature systems. As part of our comprehensive Food Safety Initiative and pending SQF Certification, these systems are automated to document temperatures in our facilities 24 hours/day, 7 days per week and offer emergency alerts to all management.
- Security Systems and Video- Bio-Security is a chief concern for School Meal Programs. Gold Star Facilities are monitored 24 hours a day and recorded. All activity is visible and managed to ensure proper handling and management of food supplies. Additionally, all access to the building requires use of electronic access badges.



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4. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)

Gold Star is committed to meeting the specific needs of each partner district and recognizes that situations arise where an additional level of service is required. Every Gold Star partner District is assigned a dedicated K12 Solutions Account Specialist. These Account Specialists are specifically trained to meet the unique needs of school foodservice operations and understand the significant administrative pressures of operating the Child Nutrition Programs. With that in mind, your K12 Solutions Account Specialist is the primary contact for meeting your operational needs.

In the event of an emergency/unscheduled delivery, the District(s) would contact their dedicated K12 Solutions Account Specialist and/or the Director of Customer Service by phone or e-mail. Whether the emergency delivery is needed on the same day, the following day, or a future date the same process is followed.

We have found that most unscheduled deliveries are required before, during, or after school holidays. As a K12 dedicated distributor, we are accustomed to school holidays and work closely with each District to identify all school holidays and schedule alternate delivery dates in advance.

When unscheduled deliveries are required on the same day or the next day, the Account Specialist remains in contact with the District representative throughout the process. The Account Specialist will begin the process by verifying that sufficient inventory is available. Next, the Account Specialist confirms the delivery with the Director of Transportation. Once this is verified the order is placed and the Account Specialist hand delivers the emergency order to the Warehouse Manager for picking. Once the order is placed on the truck for delivery, the Account Specialist is notified. The District representative is notified that the delivery is in route. Due to the size of Gold Star's inventory and our receipt of foods six days per week, we can often fill emergency orders with appropriate, compliant items.

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

If a member district has a late add-on that needs to be added to the pending delivery, the District should contact their dedicated K12 Solutions Account Specialist or the Director of Customer Service. Late add-ons must be added by 11:00am the day prior to the delivery. There is no limit to the number of cases that can be added, however, if the add-on consists of 10 cases or more, we verify that there is adequate inventory

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available. In the event that inventory is not sufficient to meet the late add-on request, we will work directly with the District(s) to identify acceptable substitute products.

To ensure that the additional items are added to the delivery, the Account Specialist hand delivers the emergency order to the Warehouse Manager for picking. Once the order is placed on the truck for delivery, the Account Specialist is notified. The District representative is notified that the delivery is in route. Due to the size of Gold Star's inventory and our receipt of foods six days per week, we can often fill requests for late orders with appropriate, compliant items.

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

At GSF, we take a proactive approach for minimizing shortages and/or substitutions. First, we work with our partner districts in advance to identify menu cycles, ordering practices, and preferred vendors. By providing us with your planned menus and preferred products/vendors, we can ensure that the items you purchase are stocked and available in the requested quantities. Your dedicated K12 Solutions Account Specialist is responsible for communicating with District(s) about all potential issues. In the event that your Account Specialist is unavailable, we have back-up/trained Account Specialists and the Director of Customer Service who can also assist.

Once an order is placed in our system, the order is transmitted to our Purchasing Department to verify sufficient inventory. In the event that there is an inventory shortage requiring an order modification and/or substitution, the K12 Solutions Account Specialist will contact the District representative immediately. We utilize both phone and e-mail communication to ensure that we make contact in a timely manner. GSF will not send substitute items without an authorization by the District. To minimize the impact to the District and ensure that the menus meet meal pattern requirements, we find substitutes with similar pack sizes, price point, and meal/nutritional contribution.

All substituted items are reviewed by the Purchasing Department to identify the reason for the issue. If the issue is related to a vendor issue, we require a letter from the vendor stating the reason for the issues and the date of a planned resolution. This information is provided to the District(s).

Finally, to prevent future shortages we work with the District to review the cycle menu to identify how often the item will be menued and the approximate number of cases required minimizing any future/ongoing issues with the item.



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7. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)

GSF tracks this information in two different ways, "fill rate" and "service rate". Fill rate is defined as the quantity of cases delivered measured against the quantity ordered including substitutes. This is measured in total cases ordered versus total cases delivered. Using this calculation our average fill rate for GSF is 99.5%. Service Rate is defined as the quantity of cases delivered measured against the quantity ordered minus the substitute products. Service rate is only measured against the original requested items. Using this calculation our average service rate is 97.9%.

To determine the reason for substitutions, we track the reason for every substitution using one of the following eight reason codes:

- Vendor Issue
- Buyer Issue
- K12 Solutions Account Specialist Issue
- Customer Error
- Discontinued Item
- Insufficient Commodity Amount
- Insufficient Inventory
- Non-stocked item

Below is an example of the internal report we ran for Alhambra Unified School District. The Vice President of Purchasing and the Director of Customer Service regularly review these reports to determine our weekly fill/service rates.

Fill Rate Bill-to Customer No.2
Gold Star Foods

April 11, 2016
Page 1
sewing

Bill-to Customer No.: 100023, Posting Date: 04/11/16

Bill-To Customer No.	Name	Service Rate %	Fill Rate %	Total Cases	Cases Fulfilled	Out of Stock Cases	Cases Subbed	Sub%
100023	ALHAMBRA SCHOOL DISTRICT	100.00%	100.00%	464	464	0	0	0.00%
	Report Total	100.00%	100.00%					



GOLD STAR FOODS

- USDA Foods
- Local Agency Procurement

Specifically, GSF prepares a proprietary Administrative Review Binder for each District having an Administrative Review that includes the following documents:

- Bid Award Documents/Contracts for all awarded categories including annual renewals as applicable
- Food Safety Inspection Reports, Federal and State Licenses
- USDA Foods Storage Reports
- HACCP Plans, Food Safety and Security Plans
- Approved SEPDS
- USDA Foods Inventory Reports
- Processed USDA Foods Velocity Reports
- Nutrition Fact Sheets
- Product Formulation Statements
- CN Labels
- Price Contracts
- FFVP Program Invoices

GSF is monitoring the USDA and CDE's websites to obtain new updates added to the Administrative Review guidance materials. As these documents become available we add additional resources to the binder to ensure that the District has the required documentation.

9. What is the current make-up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)

In order to ensure that GSF's fleet is the safest on the road, our equipment is on a long-term lease agreement that comes with a full-service maintenance program. The service agreement must comply with all Department of Transportation requirements. Our drivers are required to conduct a pre-trip inspection of the entire truck, trailer, and refrigeration requirement before leaving the Gold Star facility. In addition to our internal inspection process, all fleet vehicles must be inspected by a certified mechanic every 90 days and receive subsequent repairs and/or service as applicable.



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Included in the 90 day inspections are:

- Safety checks (brakes, hoses, fluids, headlights, turn signals, etc.)
- Oil changes (by mileage)
- Tire replacement
- Lift gate service
- Reefer unit service (by service hours)
- Visual damage

These inspections are done to ensure compliance with the California Commercial Motor Vehicle Safety Act of 1988, which is commonly referred to as the Biennial Inspection of Terminals (BIT) Program. The BIT Program requires a comprehensive review of our fleet by the California Highway Patrol. Our last review resulted in a passing score for all vehicles.

Our current fleet consists of 126 vehicles, 55 bobtail trucks, 27 tractors, and 44 trailers. All 55 bobtails have a manufacture date of 2012 or newer and of our 27 tractors all but one has a manufacture date of 2012 or newer.

Our bobtails and trailers are all equipped with refrigerator units that are capable of maintaining both frozen and refrigerated temperatures. Some of the units are multi-temperature units that have the capability to run two separate temperature zones with wall portions. Attached you will find a spreadsheet outlining the above fleet information in more detail.



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10. Describe your commodity tracking abilities in detail. (C)

Gold Star is widely regarded as the leader in school foodservice distribution and recognized by the USDA for our accomplishments in commodity tracking and entitlement utilization. As it relates to procurement, our primary goal is to ensure that our district partners reduce their overall food costs by utilizing 100 percent of their USDA Foods entitlement monies, reducing operational costs through our distribution efficiencies, and reducing administrative burden through technological efficiencies.

Gold Star Foods is approved to process entitlement transactions for the following programs:

- USDA Foods Processing Program
- USDA Foods Brown Box Program
- Department of Defense Fresh Fruit and Vegetable Program
- USDA's Fresh Fruit and Vegetable Grant Program
- Unprocessed Pilot for the Procurement of Fresh Fruits and Vegetables

With the five programs noted above, our experience with the Child Nutrition Programs, and our robust technology platforms, we have the unique ability to assist our partner districts with identifying the most cost effective use of entitlement monies. Specifically,

- Gold Star can seamlessly apply entitlement funds on each invoice and track balances in real time.
- Our systems interface with Processor Link, K12 Systems, and other independent commodity clearing houses to reconcile entitlement balances and total number of pounds diverted to approved USDA Processors.
- Gold Star is the Administrator for two (2) of the largest Commodity Purchasing Cooperatives (Super Cooperative and SLIC Cooperative) in the US representing over 330 School Districts and over \$90 million of entitlement dollars annually. As part of our services, we manage custom web sites and data management for all customer transactions, more than 75,000 transactions monthly. Please view the Super Cooperative and SLIC Cooperatives Web sites at: <http://super-coop.org/> and <http://www.goldstarfoods.com/SLIC/>



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- Gold Star Staff have experience and the approval from the USDA and the California Department of Education to submit USDA Foods requests, run reports, and manage entitlement in the USDA's Web Based Supply Chain Management (WBSCM) System

Specific to commodity tracking, our system is able to process transactions for all schools participating in the Food Distribution Program; State Warehouse Agencies, State Cooperative Members, Private Cooperative Members, and Direct Shipment Agencies.

This process begins with a partnership between Gold Star and K12 Foodservice, ProcessorLink, and individual manufacturers. We communicate on a daily basis with these systems to ensure that there are available pounds at processors before commodity sales are made. This verification process ensures that any commodity transaction processed by Gold Star ensures compliance with all federal and State regulations.

For Super Cooperative members, our system utilizes a dual system approach to verify every commodity transaction. First, we verify that there are available pounds in the Super Cooperative single bank account. Second, we verify that the District has available entitlement in their processing account to support the transaction(s).

- If the item is sold through a Net Off Invoice Value Pass Through (VPT) System, this means that the end product is fully substitutable and the transition between commercial and commodity end products is seamless, therefore if pounds and/or entitlement is not available or not in sufficient quantity to cover the transaction, the sale moves from commodity to commercial automatically.
- If the item is sold through Fee for Service, this means that the item is not substitutable and can only be sold as commodity. If pounds and/or entitlement is not available, the transaction will fail, generating a report for the K12 Solutions Account Specialist who in turn will contact the District(s) to identify an acceptable substitute.

As an approved USDA Foods Distributor with the California Department of Education (CDE) we work with 56 of the 63 Approved USDA Foods Processors. Of the seven processors that GSF is not currently distributing USDA Foods End Products for:

- Three Approved Processors are meal vendors that supply full meals for schools through their own distribution system

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- Three Approved Processors did not receive any USDA Foods diversions for 2015–16, therefore we are unable to sell their products at the USDA Foods discount rate
- One Approved Processor is only selling their end products through our commercial channel
- In addition, four are set-up in our system, however, schools are electing to purchase the items commercially, and therefore the total number of items listed is 0.

In total we have 1059 approved USDA Foods end products that are eligible for pass through value. Of these 255 (24.08 percent) are considered special order. All stocked items at GSF have a lead time of two business days; all special order items are offered at the vendor lead time plus our two business days.

In total, GSF has 5,019 items (commercial and commodity) available for purchase in 75 different categories, all of which are compliant with school meals (not including our fresh bread and fresh produce items). As the largest school-only distributor in the nation, we are uniquely positioned to provide our school partners with the items you need to successfully operate your Child Nutrition Programs.

11. How do you handle value pass through commodity costs? (C)

Gold Star provides all commodity discounts at the time of purchase through the use of Net off Invoice or Fee for Service Value Pass through Systems. Included, you will find a list of manufacturers we work with and the VPT utilized to process these transactions. For manufacturers that utilize more than one VPT, the raw commodity products covered under each VPT is noted in the comments section of the attachment. Also included is a detailed explanation about the VPTs and how they are used with each manufacturer.

GOLD STAR'S VALUE PASS-THRU SYSTEMS (VPT)

VENDOR NO.	VENDOR NAME	Clearing House	NOI	FFS	BOTH	NOTES:
100000	20TH CENTURY	Direct	X			
100407	ADVANCED PIERRE	PL			X	BEEF & PORK ITEMS ARE FFS, ALL OTHERS ARE NOI
100909	AMERICAN FOOD GROUP	PL		X		
100033	ARDELLA'S	PL		X		
100157	ARIZONA GOLD/ VELMAR DIST.	PL	X			
115098	ASIAN FOODS SOLUTIONS	K-12		X		
100046	BASIC AMERICAN	K-12	X			
100050	BEST EXPRESS	PL	X			
100912	BONGARDS	K-12	X			
100063	BOSCO	K-12	X			
100069	BUENA VISTA	K-12	X			
100765	CARGILL MEAT	PL	X			BEEF ITEMS ARE FFS, ALL OTHERS ARE NOI
115134	CHEF'S CORNER	PL		X		
100232	CONAGRA/GILARDI	K-12	X			
100168	DON LEE	Direct		X		
100189	EASTSIDE ENTRÉE'S	K-12	X			
100743	ELEMENTS	Direct	X			
100206	FOSTER FARMS	K-12	X			
100224	FRESH INNOVATIONS	PL		X		
100768	FRESH INNOVATIONS	PL				
115119	GARDENBANNER	Direct	X			
115318	GIORGIO FOODS	Direct	X			
100252	HEINZ NORTH AMERICA	K-12	X			
100214	HIGHLINER/FISHERY/AMERICAN PRID	K-12	X			
100140	HORIZON	Direct	X			
100937	IDAHOAN FOODS, LLC	PL	X			
100257	INTEGRATED	PL			X	NOI IS CHS ONLY ITEMS, FFS IS ALL BEEF ITEMS, GRILL CHS MAYBE SET UP AS FFS TO BE MORE PRICE COMPETATIVE.
100271	J & J SNACK FOODS	K-12	X			
100268	JENNIE-O	K-12	X			
100280	JTM FOODGROUP	K-12			X	NOI IS CHS ITEMS, ALL OTHERS ARE FFS
100768	KING'S DELIGHT	PL		X		
100329	LAMB WESTON	PL	X			
100307	LAND O LAKES	PL		X		
100319	LING'S	PL		X		
100339	MCCAIN	PL	X			
100340	MCI/LOS CABOS	K-12			X	
100910	MICHAEL B'S BESTWAY	K-12	X			
100345	MICHAEL FOODS	K-12			X	
100810	NATIONAL FOOD GROUP	PL		X		
100429	PIAZZA PIZZA	PL				Processed as "auto rebate" by processor
100238	PILGRIM'S PRIDE/GOLD KIST	PL		X		
100439	RED GOLD	K-12	X			
100441	RICH'S	PL	X			
100452	ROSE & SHORE	Direct		X		
100466	SCHWAN'S	PL	X			
100478	SIMPLLOT	PL	X			
100367	SMUCKERS	K-12	X			
100508	SUNNY FRESH/CARGILL	PL	X			
115118	SUNWISE FOODS	NOT VALID		X		
100393	TABATCHNICK FINE FOOD INC	PL	X			
115101	TASTY BRANDS	PL			X	
100523	TONY ROBERTS	PL	X			
100733	TRIDENT SEAFOOD	PL	X			
100530	TYSON	K-12		X		
100534	UNO FOODS	K-12	X			
100554	WAWONA	Direct		X		



GOLD STAR FOODS

COMMODITIES AT GOLD STAR & ON HAND INVENTORY

ONLINE COMMODITY BALANCES

The Distributor's ability to manage commodities electronically is critical. Accuracy of transactions ensures all entitlement funds are spent accurately and appropriately.

At no time has this been more critical than for the 2013-14 School Year. The Super Coop is now working what is referred to as a Single Bank Commodity System. Meaning there are no diversions by school district to processor. All of your entitlement funds are captured in dollars to be spent with any processor of your choice.

Gold Star Foods seamlessly and electronically communicates commodity transactions with all processors. Throughout the day, we exchange electronic data with K12 Foodservices, Processor Link, and other processors to transmit transactions and check to see if there are any additional pounds in your commodity accounts. We operate much like a bank exchanging information on all purchases. Since we send all transaction information, many times our data is more up to date than the processor. All of your balances can be accessed in (1) Location at Gold Star Foods; www.goldstarfoods.com Additionally, Gold Star has developed a state of the art, proprietary system for you to manage commodities in pounds as well as dollars. Finally, with over 68 Processors and 1,400 items with Pass-Thru-Value eligibility, all of your commodity dollars can be leveraged on virtually every transaction.

Commodity Report Example (all reports exportable to MS Excel)

9/10/2012



Page Number: 1

RAW COMMODITY BALANCES

Comm.#	Mfr#	Item Description	Vendor #.	Vendor Name	On Hand Quantity	Committed	Futures	Quantity Available
700036	100022	Cmdy - Cheese, R-Mozz	100033	ARDELLA'S	912.00			912.00
700043	100042	Cmdy - Cheese, Mozzarella (Unf	100063	BOSCO'S PIZZA CO.	10226.84			10226.84
700026	100045	Cmdy - Eggs, Frozen	100069	BUENA VISTA FOOD	0.07	15.20		-15.13
700032	100173	Cmdy - Pork Roast	100134	CULINARY STANDARDS	1186.98			1186.98
700028	100154	Cmdy - Beef, Coarse Bulk	100168	DON LEE COMMODITY	6805.08			6805.08
700031	100193	Cmdy - Pork, Boneless Picnic	100168	DON LEE COMMODITY	308.01			308.01
700045	100036	Cmdy - Cheese Blend Sliced	100168	DON LEE COMMODITY	2612.50			2612.50
700015	100100D	Cmdy - Chicken, SML Dark Chill	100238	GOLD KIST POULTRY	2237.29			2237.29
700016	100100W	Cmdy - Chicken, SML White Chill	100238	GOLD KIST POULTRY	2237.29			2237.29
700017	100103D	Cmdy - Chicken, LG Dark Chill	100238	GOLD KIST POULTRY	5.46			5.46
700018	100103W	Cmdy - Chicken, LG White Chill	100238	GOLD KIST POULTRY	5.46			5.46
700028	100154	Cmdy - Beef, Coarse Bulk	100257	INTEGRATED FOOD	7027.16			7027.16
700045	100036	Cmdy - Cheese Blend Sliced	100257	INTEGRATED FOOD	0.00			0.00
700059	CHS	Cmdy - Cheese, Universal Bank	100257	INTEGRATED FOOD	89.42	81.00		8.42
700059	CHS	Cmdy - Cheese, Universal Bank	100258	INTEGRATED FOOD	0.00			0.00
700032	100173	Cmdy - Pork Roast	100280	J.T.M. FOODGROUP	817.11			817.11
700059	CHS	Cmdy - Cheese, Universal Bank	100280	J.T.M. FOODGROUP	205.83			205.83
700019	100124D	Cmdy - Turkey, Dark Meat	100268	JENNIE-O TURKEY	9881.91			9881.91
700020	100124W	Cmdy - Turkey, White Meat	100268	JENNIE O TURKEY	6265.00			6265.00
700092	JTS	JENNIE-O ADDITIONAL ALLOWANCE	100268	JENNIE-O TURKEY	99896.32			99896.32
700018	100103W	Cmdy - Chicken, LG White Chill	100291	KINGS DELIGHT	1275.53			1275.53
700061	100103	Cmdy - Chicken, LG Chill	100291	KINGS DELIGHT	23181.76			23181.76
700037	100010	Cmdy - Cheese, Barrel	100307	LAND O' LAKES, INC	13054.61			13054.61
700014	100113	Cmdy - Chicken, Whole Leg Chil	100319	LING'S COMMODITY	5986.03			5986.03
700042	100007	Cmdy - Cheese, Y-Cheddar	100340	MCI FOODS/LOS	387.43			387.43
700024	100047	Cmdy - Eggs	100345	MICHAEL FOODS INC	1943.50	133.65		1809.85
700028	100154	Cmdy - Beef, Coarse Bulk	100407	PIERRE COMMODITY	9745.58			9745.58
700031	100193	Cmdy - Pork, Boneless Picnic	100407	PIERRE COMMODITY	1345.20			1345.20
700086	100912	Cmdy - Flour Bread Bulk	100441	RICH PRODUCTS	15566.01			15566.01
700059	CHS	Cmdy - Cheese, Universal Bank	100452	ROSE & SHORE	0.00			0.00
700043	100042	Cmdy - Cheese, Mozzarella (Unf	100466	SCHWAN'S FOOD	2.23			2.23
700024	100047	Cmdy - Eggs	100508	SUNNY FRESH EGGS -	639.96			639.96
700017	100103D	Cmdy - Chicken, LG Dark Chill	100530	TYSON	23185.09	996.00		22189.09
700018	100103W	Cmdy - Chicken, LG White Chill	100530	TYSON	28331.37	1216.50		27114.87
700034	100155	Cmdy - Beef, Fresh Boneless	100530	TYSON	5.27			5.27



GOLD STAR FOODS

COMMODITY TRANSACTIONS/VALIDATION

Accurately computing commodity transactions can be a complicated process. We have designed a system that computes commodity Pass-Thru-Values at the time of purchase. The key is that your department will immediately receive the commodity value/rebate/pass-thru-value for every items purchased.

Like your checkbook at home making sure all transactions are accurate is important and is your responsibility as a Recipient Agency. This format allows you to check your invoice transactions and confirm all data with K12, Processor Link, in one report.

ONHAND INVENTORY

Inventory at Gold Star can be managed via our portal by processor as mentioned above. Or, USDA or storage items can also be managed via the web site. You can view item arrival, length in storage, and planned delivery date. All forms are available 24 hours a day and exportable to MS Excel.

Report Examples:

5/8/2013



Page Number: 1

USDA Brown Box Lot/Offering History

DOWNEY UNIFIED SCHOOL DISTRICT - 100229

Item #	Mfg. #	Item	Pack	Lot No	Date Received	Qty
500134	100220/A409	PEACHES DICED CAN	6/#10	CAA0120657	5/8/2013	20.00
500252	100349/A129	CORN - COB FRZ 96 CT	96CT	CAA0120356	5/8/2013	20.00

5/8/2013



Page Number: 1

USDA Brown Box Inventory

DOWNEY UNIFIED SCHOOL DISTRICT # 100229

Item #	Item Description	Mfr #	UNIT	PACK	On Hand Qty	Committed	Quantity Available
500134	PEACHES DICED CAN(USDA)	100220/A409	CS	6/#10	20.00		20.00
500180	RAISIN SING SERV 144 CT(USDA)	100293/A504	CS	144/1.33OZ	60.00		60.00
500252	CORN - COB FRZ 96 CT(USDA	100349/A129	CS	96CT	20.00		20.00
500269	MOZZARELLA-LIGHT	100034/B035	CS	30LB	383.00		383.00
490206	DNY HONEY BBQ GRLD PRK	3718	CS	100/3.25	3.00		3.00
490244	DNY BF MEATBALLS(DON LEE	CNQ28053VS	CS	960/.50OZ	4.00	2.00	2.00
490283	DNY WW GRLD CHS SNDWCH	QGC410	CS	100/4.1OZ	1.00		1.00
490285	DNY CLASSIC BRGR IW(DON	QHB425	CS	75/4.25OZ	1.00		1.00
490312	DNY X LEAN SL SMKD TRKY	8482	CS	6/2LB	20.00		20.00
490313	DNY PRE-CKD SLCD TURKEY	271106	CS	12/50CT	4.00		4.00



METHODS OF PASS THRU VALUE AT GOLDSTAR

1. Fee for Service: “Fee for Service” applies only to items where the commodity processor bills the recipient agency [school district] directly for their charges. Gold Star Foods orders the finished processed food item on behalf of the school district and it is released to Gold Star at “no charge” by the processor. Gold Star Foods is not invoiced by the processor. The school district is billed directly by the processor on a separate invoice that is mailed to the district. The “Fee for Service” term in this instance applies to both the processor and Gold Star. The processor bills directly for their “fee” and Gold Star Foods will bill their “fee” for delivery on the delivery invoice. This fee that we charge represents Gold Star’s income for the service of picking up the product, storing it, delivering it as ordered, and reporting the delivery to the processor. We will typically report the delivery to the processor weekly. The District should compare the quantities on Gold Star Foods’ invoice to the quantities that are being billed directly by the processor. The “Fee for Service” method of billing is intended only to be used when a district is billed directly and Gold Star Foods does not incur financing the cost of buying the product and expenses associated with keeping an inventory.

This is a very dated way of handling commodities and limits choice and variety v. Modified Fee for Service.

2. Modified Fee for Service: Over the past several years, Gold Star Foods has begun to “stock” processed commodities and actually pay the processor the price of the processed product on behalf of the school district. We have paid the net case price after deducting the pass through value for the USDA donated ingredient[s]. Under Modified Fee for Service the manufacturer [processor] invoices the distributor who in turn invoices the recipient agency. Gold Star Foods will bill the district on two separate lines of the invoice. The first line will be the discounted price that we are charged by the processor and the second line will be our charge for picking up the product, storing it, delivering it as ordered, and reporting the delivery to the processor so they may “draw-down” on the recipient agency’s commodity balance[s].

This system offers the advantages of having a processed commodity in stock at all times and also eliminating a second billing from the processor as is done in the traditional “Fee for Service” system. School Districts can order just what they need, when they need it, whether it’s one or 25 cases. Greater flexibility and opportunity to utilize commodity dollars.

This past year, with Tyson and Land O Lakes, we have taken this a step further. All items both commodity and non commodity are sold with the same code number. If you have a balance, our system will apply the commodity credits. If there is not sufficient balance, we will be able to send the same product at a commercial price. Seamless!



GOLD STAR FOODS

3. Automatic Rebate: “In the “Automatic Rebate” system, Gold Star Foods purchases and pays for all the items offered by a commodity processor. We pay the full non-commodity bid price to the processor and mark up the item to each district in accordance with our agreement. This method allows Gold Star Foods to “stock” all items in inventory for immediate shipment and requires no extra lead time on orders. The processor receives a report of ALL SALES on a daily basis and they are told exactly which districts purchased which products in any given reporting period. Upon receipt of this report, the processor will check each district’s current commodity balance of each commodity used as an ingredient in the finished product[s] that was delivered. The quantities delivered are multiplied by the dollar amount of the value of each commodity and a “rebate” check is issued monthly to each district. The method is clean, concise, and accurate. Gold Star Foods has been delivering pizza products under this system for years without any problems. Upon receipt of the rebate check, each district should compare quantities purchased to the dollar value of each commodity as provided and listed in the processors rebate form. As you know, these values can change from year to year.

4. Net-Off Invoice: “Net-Off Invoice” is the newest Pass-Thru-Value system. Gold Star Foods will purchase a manufacturer’s products at our bid cost and markup that item to each district in accordance with our agreement or bid. If a processor accepts a district’s commodities for processing, we will load the commodity balance in pounds into our system.....kind of like making a deposit into your checking account. We have then taken each item that uses that commodity as an ingredient and entered how many pounds of each commodity are used in each different code number. The number of pounds multiplied by the fair market value establishes a “rebate” amount or value of that commodity in each item code.

When a district orders an item from a processor, our computer searches every districts commodity balance and gives an instant “off invoice” credit on the delivery invoice for the value of that commodity. The district doesn’t have to do a thing and the value is passed along immediately. Gold Star then electronically submits usage reports to each processor and an immediate check is issued to Gold Star for the total value of credits given away during that period of time. We buy “high”, sell “low”, and hopefully get our money back before we have to pay the manufacturer. This is effective in that the school district receives their commodity value immediately.

NOTE: The storage and delivery of processed commodities involves many different systems because there is not one universal method that works well for every product, every processor, and every customer. The complete understanding of these various systems and the reasoning for each is basic to reaching a conclusion of which system works best for the customer. It is everyone’s responsibility to leave an audit trail in order to accurately track the commodity balances of each recipient agency. Our goal is to make commodity processed food products available for delivery from inventory and thus eliminating the need for extended lead time. An additional benefit is the use of advanced software systems to track balances and automatic rebates so the recipient agency can be assured of receiving the value of diverted commodities with an absolute minimum of effort.



GOLD STAR FOODS

12. How does your company assist school district(s) if a freezer goes down and the district(s) ask for assistance? (C)

We understand that emergencies occur from time to time and we are available to assist in these situations regardless of the day or time. When these situations have occurred in the past we have assisted in one of the following ways:

- Picked up frozen food and held at GSF until the freezer is repaired
- Assisted with transporting foods to an alternate school location(s)
- Parked a frozen trailer at the school site to hold the foods until the freezer was repaired

In these situations we work with the district to come up with the best possible solution. In an emergency, you can contact your Regional Sales Manager, the Director of Customer Service, or the Vice President of K-12 Solutions, who can be reached on their cell phones, 24 hours per day.

13. Describe your policy regarding delivery driver/staff assisting sites in moving received product to storage areas? (B)

Providing excellent customer service to our partner districts is our primary responsibility and this expectation is communicated through every department at Gold Star including transportation. Our policy regarding staff moving product into storage areas depends on whether the delivery is made when district personnel are present or not.

When a delivery is made without the presence of District personnel, our current policy ensures that all items are placed in the respective temperature zones. Specifically:

- Dry items are placed in a dry storeroom maintained between 50°F and 70°F
- Refrigerated items are placed in walk-in coolers to ensure that products are maintained at an internal temperature of 41°F or below
- Frozen items are placed in walk-in freezers to ensure that products are maintained at an internal temperature of 0°F or below

This policy ensures the safety of the foods delivered and verifies that the proper temperature control of the foods is maintained through the completed the delivery.



GOLD STAR FOODS

In the event that the district(s) space is limited and full pallets cannot be delivered, our drivers are required to breakdown pallets to ensure that foods are placed in the proper areas.

When a delivery is made in the presence of District personnel, we defer to the District to provide direction for where deliveries should be placed. In either instance, we are not able to rotate stock on behalf of the district or move product to make room on shelving for storage.

14. What is your procedure to bring in new products for the District(s)? (C)

In the event that a member district is interested in purchasing a new item, GSF has a seamless process for adding new items. GSF is customer driven, so we defer to the District(s) rather than the vendors to notify us of the new products they wish to purchase. If the new item is from a vendor that is already set-up in our system, we are able to set-up the new item in 48 hours or less. This timeline is dependent on whether nutrition information is submitted timely and product formulation statements and/or CN label information is available. If any of these items are not supplied by the vendor the timeframe for adding the new item is increased.

For new vendors the timeframe is increased to seven days, as we have to verify validate that they comply with our food safety standards, good food procurement requirements, financial viability, and develop processes for purchasing the new items on behalf of the District. In either instance the new items can typically be purchased within a three-week period of time or less.

We do not have a set minimum order quantity for new items, but would prefer to have a district utilize at least 25 cases per month. For vendors that we are currently doing business with we assess if the item can be added to existing orders.

Pricing for the item(s) is specific to the District and is provided to GSF by the manufacturer, any mark-up on the item is maintained at the same fixed fee mark-up as all items on the contract.



GOLD STAR FOODS

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

No, Gold Star does not offer an early percentage discount for early payment

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

No X

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

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

17. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

Founded in 1978, GSF has been the leader in supporting K-12 operations since its inception. GSF is one of the only distributors in the nation that exclusively services school foodservice operations. Our entire system (Logistics, Warehouse, Transportation, Purchasing, Information Technology, Customer Service, and Quality Assurance) is designed to support the specific needs of school districts. We currently support over 500 school districts which collectively serve over 3.3 million meals per day. Of these 500 schools, many are the largest school districts in the Southwestern United States. Our dedication to supporting schools is incomparable. We currently complete approximately 4,000 deliveries per week, providing schools with frozen, dry, and refrigerated USDA Brown Box, commercial and commodity end products, as well as, fresh bread and produce.

Our mission is to serve the very best food to students and do it the best way possible. This means adherence to our goal of the Triple Bottom Line – Good for People, Good for the Planet, Sold at an affordable price that's fair for everyone. It is our belief that we are in a time where we, with dedicated partners like the San Gabriel Purchasing Cooperative can reshape the school meal supply chain.

Specific to financial stability, our net sales for 2015 was just over \$300 million and our sales growth has been steady over the last several years. But these numbers don't fully describe the impact that this growth has had on the local economy. Over the last nine

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www.goldstarfoods.com

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GOLD STAR FOODS

years Gold Star has grown into a very successful business and during this same time period we have also held our margins maintaining the same costs basis to the schools we serve. While school districts have endured an increase in food cost related to drought, labor costs, etc., the cost to do business with Gold Star has remained the same.

During this time period the U.S. faced one of worst economies on record and experienced the highest unemployment rates in modern times. Through all of this, Gold Star created more than 200 jobs and an estimated 500 more jobs created by our network of manufacturers, growers/farmers, and local business that support Gold Star. Our primary goal is to reinvest into our programs by creating new solutions that support our partners without increasing costs.

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

No, Gold Star has not been replaced at the will of a District during the last 18 months.

19. Has your firm provided economic opportunity for the San Gabriel Valley residents and business? If so, explain. (D)

Our mission is to serve the very best food to students and do it the best way possible. This means adherence to our goal of the Triple Bottom Line – Good for People, Good for the Planet, Sold at an affordable price that’s fair for everyone. This commitment extends beyond our doors and into the local economy.

Gold Star’s primary support opportunity for the San Gabriel Valley is through employment. Currently 59 (15 percent) of our employees reside in the San Gabriel Valley. This directly impacts the local economy through housing and local purchasing. Their children attend school in the community and most participate in the school lunch program. At Gold Star family events, we often hear how much the kids love eating the foods that their “parents provide”.

Furthermore, we encourage our employees to engage in philanthropic activities within their own communities. Our team resides throughout the greater Los Angeles basin, so their activities are felt throughout the region. We are working to help them facilitate these efforts by providing direct funding, awareness, and time to address these important activities.



GOLD STAR FOODS

Finally, we also support the local economies by working with small businesses to support our company, janitorial, printing, repairs, etc. All of these services are provided by local companies throughout Southern California region.

Firm Title ___Gold Star Foods___ Signature *Sean C. Leer, CEO*
Phone # ___909-843-9600___ Name (Printed) ___Sean C. Leer___
Fax # ___909-843-9608___ E-Mail address ___sean@goldstarfoods.com___



GOLD STAR FOODS

REFERENCES

Los Angeles Unified School District Acting Director, Food Services: Laura Benavidez 333 S. Beaudry Avenue, 28 th Floor Los Angeles, CA 90017 (213) 241-2999	Palm Spring Unified School District Director: Stephanie Bruce 150 District Center Drive Palm Springs, CA 92262 (760) 322-4117
Chula Vista Elementary School District Director: Jeffrey Landers 84 East "J" Street Chula Vista, CA 91910-6199 (619) 425-9600 Ext. 1401	Anaheim Union High School District Director: Orlando Griego PO Box 3520 Anaheim, CA 92803 (714) 999-3560
Santa Clarita Valley School District CEO: Lynnelle Grumbles 25210 Anza Drive Valencia, CA 91355 (661) 295-1574 Ext. 103	Saddleback Unified School District Director: Riki Pollard 25566 Peter A Hartman Way Mission Viejo, CA 92691 (949) 830-4030 Ext. 1
Vallejo City School District Director: Kerri Braverman 665 Walnut Avenue Vallejo, CA 94592 (707) 556-8921 Ext. 50007	Riverside Unified School District Buyer: Anna Romo 6050 Industrial Avenue Riverside, CA 92504 (951) 352-6740 Ext. 82807
Corona Norco Unified School District Director: Amanda Colon 2820 Clark Avenue Norco, CA 92860 (951) 736-4590	Chino Valley Unified School District Director: Sandy Bernstein 5130 Riverside Drive Chino, CA 91710 (909) 628-1201 Ext. 1500

NONCOLLUSION AFFIDAVIT TO BE

EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

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

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

4/15/16
(Date)


(Signature)

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

1173-15/16

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Sean C. Leer
Printed Name

CEO
Title

[Signature]
Signature

4/15/16
Date

- (3) DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

(4)

(5)

(6)

(7)

(8)

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
G:SNP:DEBARMENT
Ontario, CA 91761

(10) INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

(4) OR

Name of Food Service Management or Food Service Consulting Company: <i>Gold Star Foods Inc</i>		
Printed Name and Title: <i>Sean C. Leer, CEO</i>	Signature: <i>[Signature]</i>	Date: <i>4/15/16</i>
Name of School Food Authority:		Agreement Number:

GOLD STAR FOODS
 3781 East Airport Drive
 P.O. Box 4328
 Ontario, CA 91761

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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


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

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

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

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed) <i>Gold Star Foods Inc.</i>	Federal ID Number (or n/a) <i>26-1340567</i>
By (Authorized Signature) 	
Print Name and Title of Person Signing <i>Sean C. Leer, CEO</i>	Date Executed <i>4/15/16</i>

OPTION #2: EXEMPTION

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

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

Required Bid Documents Checklist

Distributors responding to this RFP must follow the format in the section of Required Bid Documents. The following must be completed and submitted with the proposal package:

1. Cover Letter (Note: Provide your own document.)	✓
2. Request for Proposal Signature Page	✓
3. Proposal Worksheet	✓
4. Contract Agreement	✓
5. Distributor Questionnaire	✓
6. Reference List (Note: Provide your own document.)	✓
7. Public Liability and Property Insurance (Note: Provide your own document.)	✓
8. Non-Collusion Declaration	✓
9. Hazard Analysis Critical Control Point Plan (Note: Provide your own document.)	✓
10. Disaster Contingency Plan (Note: Provide your own document.)	✓
11. Food Security and Safety Program (Note: Provide your own document.)	✓
12. Product Recall Program (Note: Provide your own document.)	✓
13. Suspension and Debarment Certification, U.S. Department of Agriculture	✓
14. Disclosure of Lobbying Activities	✓
15. Iran Contracting Act of 2010 Compliance Affidavit	✓
16. Required Bid Documents Checklist (this form)	✓

Completed by: Sean C. Leer Title: CEO

Signature:  Date: 4/15/16