



41870 McAlby Court, Murrieta, CA 92562
(951) 696-1600 • www.murrieta.k12.ca.us

Board of Education
Robin Crist
Kenneth Dickson
Paul Diffley
Linda Lunn
Kris Thomasian

Patrick Kelley
Superintendent

**EXCERPT OF MINUTES OF THE
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION SPECIAL MEETING
MAY 24, 2018**

Agenda Item G.1 Approval to Award a Contract to Gold Star Foods to provide Fresh and Processed Produce for the 2018/19 School Year

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

Aye: Robin Crist, Kenneth Dickson, Paul Diffley, Linda Lunn, Kris Thomasian
Nay: None
Abstain: None
Absent: None

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

Executed this 24th day of May 2018.



Patrick Kelley
Secretary to the Board/Superintendent



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Patrick Kelley
Superintendent

**EXCERPT OF MINUTES OF THE
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION SPECIAL MEETING
MAY 24, 2018**

**Agenda Item G.2 Approval to Award a Contract to Gold Star Foods to provide Frozen,
Refrigerated and Dry Food for the 2018/19 School Year**

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

Aye: Robin Crist, Kenneth Dickson, Paul Diffley, Linda Lunn, Kris Thomasian
Nay: None
Abstain: None
Absent: None

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

Executed this 24th day of May 2018.



Patrick Kelley
Secretary to the Board/Superintendent

GoldStar Distribution

NOTICE INVITING REQUEST FOR PRICING (RFP)

RFP#041218-Frozen, Refrigerated & Dry Food Distribution

NOTICE IS HEREBY GIVEN that this RFP is being issued cooperatively by the Riverside County School Districts listed below. Each school district acting by and through their Governing Boards request pricing for procurement and delivery of dry, frozen, refrigerated, processed commodity and/or commercial food products.

School districts participating include:

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

RFP Deadline: 10:00 a.m. on April 30, 2018

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

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

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

RFPs can be delivered prior to the opening date and time stated above to Nutrition Services, Murrieta Valley Unified School District, 41870 McAlby Court, Murrieta, CA 92562 between 8:00 a.m. and 4:00 p.m. Monday through Friday. Any RFPs received after the time specified above shall be returned unopened.

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

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

**GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4828
Ontario, CA 91761**

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

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

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

RELEASE DATE: April 12, 2018
PUBLICATION DATES: April 12, 2018 & April 16, 2018
RFP DUE: April 30, 2018 **TIME:** 10:00 a.m.
RFP AWARD: May 10, 2018 *Pending Board Approval
RECAP OF RFP: Recap of RFPs available after May 30, 2014

REQUEST FOR PRICING (RFP)
RFP #041218-FROZEN, REFRIGERATED & DRY FOOD
DISTRIBUTION

Includes procurement and delivery of dry, frozen, refrigerated, processed commodity and/or commercial food products

I. GENERAL CONDITIONS AND INSTRUCTIONS:

RFPs are requested for furnishing food products, from July 1, 2018 through June 30, 2019.

This RFP is being issued cooperatively by the Riverside County School Districts listed below. Each School District acting by and through their Governing Boards request pricing for procurement and delivery of dry, frozen, refrigerated, process commodity and/or commercial food products. Participating DISTRICTS below will be referred to as DISTRICTS in this RFP.

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

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

SCHOOL DISTRICT	NO. OF SITES	DELIVERY TIMES	DELIVERY DAYS	EST. ANNUAL EXPENDITURE	ACCEPTS NIGHT DELIVERY	KEY PROVIDED
Murrieta Valley Unified 41870 McAlby Ct. Murrieta, CA 92562	18	6:00 am to 2:00 pm	Tuesday	\$1,900,000	No	No
Lake Elsinore Unified 550 Birch St. Lake Elsinore, CA 92530	10	6:00 am to 12:00 pm	Tuesday & Thursday	\$2,000,000	No	No
Temecula Valley Unified 31350 Rancho Vista Rd. Temecula, CA 92592	28	7:00 am to 1:00 pm	Tuesday & Friday	\$1,600,000	No	No
Menifee Union 29775 Haun Road Menifee, CA. 92586	5	6:00 am to 10:00 am	Wednesday & Friday	\$650,000	No	Yes
Perris Elementary 143 East First Street Perris, CA. 92570	8	6:00 am to 10:00 am	Tuesday or Wednesday & Friday	\$1,160,000	Yes	Yes
Perris Union High SD 155 E. 4 th Street Perris, CA. 92570	5	6 am to 11:00 am	Tuesday & Thursday	\$1,265,000	No	No

- A. The DISTRICTS reserves the right to purchase more or less of the units specified.
- B. Proposals: RFPs shall be written in ink or type written. Send to Murrieta Valley Unified School District, Jill Lancaster, Director, Nutrition Services, 41870 McAlby Court, Murrieta, CA 92562. Proposals are to be verified before submission, as they cannot be corrected after RFPs are opened. RFP opening will be non-public. The signatures of all persons signing shall be in longhand. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. For information about RFP procedures, contact Jill Lancaster at MVUSD Nutrition Services.
- C. Pricing shall be entered into Table 1 and Table 2 and submitted with proposal on a data storage device in excel format. Electronic storage devices will not be returned.
- D. Addenda or Bulletins: Any addenda or bulletins issued by the DISTRICT during the time of RFP processing to the Vendor for the preparation of this RFP shall be covered in the RFP and shall be made part of the contract. Addenda or Bulletins will be posted on Murrieta Valley Unified School District's website with the original RFP.

- E. **Withdrawal of RFPs Prior to due date:** Any Vendor may withdraw his RFP, either personally or by a written request, at any time prior to the scheduled due date.
- F. **Withdrawal of RFPs after due date:** A Vendor may not withdraw his RFP for a period of sixty (60) days after the due date.
- G. **Interpretation of Documents:** If any person contemplating submitting a RFP for the proposed contract is in doubt as to the true nature of any part of the RFP documents or finds discrepancies, in or omissions from, he/she may submit to the MVUSD, Nutrition Services Director, Jill Lancaster, a written request for an interpretation or correction hereof. Requests must be received a minimum of 3 days prior to close. Any interpretation or addendum duly issued by said Nutrition Services Director and a copy of such addendum will be posted on the website with the original RFP documents. The DISTRICT will not be responsible for any other explanation or interpretation of the RFP documents.
- H. **Award or Rejection of RFPs:** The award of the contract, if made by the DISTRICT, will be to the lowest responsive and responsible Vendor. Product formulation, student acceptability of product and dependable service will be main factors in the determination of this award. It must be clearly evident that a Vendor is capable of promptly delivering all items on the RFP list. A Vendor's past delivery and performance practices relating to any previous and existing contracts will be examined. Vendors who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award. This RFP will be awarded to one vendor. The DISTRICT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the DISTRICT. The DISTRICT reserves the right in its absolute discretion to accept RFPs as deemed necessary for the best interest of the Nutrition Services Department. The DISTRICT may take into account the performance of the Vendor with respect to any recent contract(s) with the DISTRICT and other school districts. The Governing Board of the DISTRICTS, reserves the right to reject any one or all RFPs, to waive any informalities in the RFPs or in the process, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever RFP is deemed to be the lowest responsible RFP MEETING ALL THE CRITERIA SPECIFIED IN THE RFP. All Vendors will be notified in writing of the award.

II. TERM OF AGREEMENT:

The term of this agreement will be from July 1, 2018 through June 30, 2019.

III. CONTRACT RENEWALS:

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

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

IV. PRICING:

- A. All DISTRICTS have a price agreement under the Super Co-Op with manufactures. Distributor agrees to extend Super Co-op manufacturer prices to DISTRICTS, landed cost for any items listed on Super Co-Op proposal. Super Co-Op pricing is posted with RFP.

Initial here GN

- B. Any items not priced on Super Co-Op RFP shall be marked up from distributor landed cost. DISTRICTS may request documentation of distributors landed cost.
- C. Distributor will quote total delivered cost per case under commodity pricing structure that the distributor will be using ie. Value Pass Thru Fee For Service or Net Off Invoice (Table 1).
- D. Distributor will quote total delivered cost per case for commercial equivalents (Table 1) and commercial items (Table 2).
- E. Pricing for items listed is to be firm for the period of July 1, 2018 through June 30, 2019.
- E. All proposals must be quoted delivered to the designated sties. No additional freight, labor or fuel surcharges will be permitted or allowed.
- F. Prices must be listed for as indicated on Table 1 and Table 2
- G. In the event of severe market changes, a price escalation may be requested to the DISTRICT No later than fifteen (15) days prior to the price change. Any request for escalation in price shall be in writing, and include written proof of cost increases or other justification supporting the request for the escalation. Justification must be based on documents approved by the DISTRICT. The DISTRICT reserves the right to cancel any contract if price escalation is unacceptable, and to solicit other Vendors for any part or portion of the RFP.

V. QUANTITIES:

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

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

Additional goods: DISTRICTS may add up to 10% of the value of the contract in additional goods after the contract is awarded. Pricing will be requested by item for any item added after RFP is awarded.

VI. PREPARATION OF RFP:

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

VII. SANITATION PRODUCT QUALITY:

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

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

VIII. PRODUCT QUALITY

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

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

IX. PRODUCT FORMULATION REQUIREMENTS

Required Documents for each Product:

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- A. In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder shall be required to provide, electronically, a complete nutritional analysis of all products including Nutrition Fact Label and/or Product Formulation Statements.
 - B. Nutrition Facts Panel. Required nutritional information: weight of product, total calories, total fat, saturated fat, trans-fat, cholesterol, protein, carbohydrates, calcium, iron, fiber, vitamin A, vitamin C, sodium.
 - C. All processed foods should not contain artificial trans fats.
 - D. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.
 - E. Contractor shall notify Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.
- X. CODING: The date of production must be clearly stamped on each case or unit.
 - XI. PACK: If a pack is other than stated on the proposal, Vendor shall specify pack.
 - XII. PRODUCT SUBSTITUTIONS:

The DISTRICT will not allow substitutions without prior approval. In the event contractor is Unable to deliver an item as specified in this contract, notification of shortage must be made orally, by facsimile or by electronic mail at least 72 hours prior to scheduled delivery to the Nutrition Services Department. An equal or better substitute product must immediately be made available to the DISTRICT for approval and subsequent distribution to the cafeterias, at no additional charge to the DISTRICT for product, freight, or redelivery. **When substitutions do occur, Contractor shall provide nutritional statements, ingredient listings and the product formulation statements of the replacement product to the Nutrition Services Department.**

XIII. DELIVERY:

- A. Successful Vendor agrees to make deliveries, as requested by DISTRICTS Nutrition Services. All prices offered by the proposers must include onsite off loading and inside delivery.
- B. Vendor agrees to furnish and deliver at all times during the period of the contract, upon request of the Director of Nutrition Services or his/her designee, the items which may be awarded to the Vendor, in such amounts and quantities as ordered and within the specified delivery schedule.

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

- C. All products are to be delivered in refrigerated trucks and placed in a refrigerator, freezer or dry storage areas.
- D. The maximum speed limit for any vehicle on school campuses is 10 MPH. The Vendor will ensure that all employees are informed of this limit before entering a school campus. Employees of the Vendor who are found to exceed this limit may be banned from school property. Delivery vehicles shall be of size to safely navigate delivery area and not require loading docks for delivery.
- E. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the proposer.
- F. Credit will be required on unused products delivered with less than seven (7) days to expiration.
- G. A legible delivery receipt signed by the Nutrition Services personnel must accompany each delivery.

XIV. PRODUCT SAMPLES

Use of patent or proprietary names or the names of manufacturers in the these specifications shall be deemed to be used for the purpose of facilitating a description. Brand specific pricing should be provided for each item that does not specify "or equal". When submitting proposals on brands other than those specified, the submitter must state on the Proposal the brand, code number, or other brand designations on each item Proposal other than "as specified".

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

XV. ACCOUNTING:

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

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

XVI. PRODUCT RECALLS:

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

XVII. WEIGHTED FACTORS:

- A. The Vendor must have been in the food distribution business or provided delivery of products to schools for not less than one (3) years prior with satisfactory quality and service.
- B. The Vendor must have refrigerated truck(s) and must be able to provide delivery to all DISTRICT locations assigned at a time convenient to the DISTRICT, as noted in the RFP package. This is to include special deliveries when required.
- C. The Distributor must have an established "net-off invoice" billing system in place to pass-through the value of commodities.
- D. The Distributor must have the ability to deliver all processed commodities and/or non/commodity items with a 14 day lead-time.
- E. The Distributor must stock "fee for service" processed commodities and be prepared to deliver those processed commodities within 14 day lead time.
- F. The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.

- G. The Distributor must offer an active website to allow on-line ordering and reporting. DISTRICT's must have access to sales reports, commodity balances and commodity reports via online.
- H. Vendors past performance will be evaluated and could subject an RFP to be rejected.
- I. All nutritional requirements must be met in order to be considered for the award.

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

XVIII. TERMINATION:

- A. Failure on the part of the successful Vendor to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon a thirty (30) days written notice to the other party.
- B. The DISTRICT reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service, unsatisfactory product; or upon annual review of weighted factors, performance of service and/or provision of quality product.
- C. The DISTRICT shall hold the successful Vendor liable and responsible for all damages which may be sustained because of failure to comply with any conditions herein. If the successful Vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the DISTRICT may purchase the items herein specified elsewhere, without notice to the successful Vendor. Additional costs accrued by DISTRICT through this purchase may be deducted from unpaid invoices or must be paid to DISTRICT by the successful Vendor. Prices paid by DISTRICTS shall be considered the prevailing market price at the time such purchase is made.

XIX. DISTRICT INSPECTION:

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

XX. PRICING DISCREPANCY:

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

XXI. EQUAL EMPLOYMENT OPPORTUNITY:

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

XXII. PUBLIC LIABILITY, INDEMNIFICATION AND PROPERTY INSURANCE:

Successful Vendor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the DISTRICT 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. Successful Vendor will be 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 Murrieta Valley Unified School District, Temecula Valley Unified School District, Lake Elsinore Unified School District, Perris Elementary School District, Menifee Union School District and Perris Union High School District and their officers, agents and employees as additional insured under said policy.

XXIII. HOLD-HARMLESS CLAUSE:

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

- A. Any and all claims under Worker's Compensation Acts and other employee benefit acts with respect to successful Vendor's employees or successful Vendor's sub-Vendor's employees arising out of successful Vendor's work under this RFP; and
- B. Any loss, injury to, or death, or persons, or damage to property caused by any act, neglect, default or omission of the successful Vendor, or any person, firm or corporation employed by the successful Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the successful Vendor's work under this RFP, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- C. The successful Vendor, at the Vendor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

XXIV. ASSIGNMENT OF CONTRACT:

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

XXV. FINGERPRINTING:

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

XXVI. BUY AMERICAN PROVISION

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), Section 12(n) to the NSLA (42 USC 1760(n)). Schools must purchase to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Brand and processor information must be identified on case labels and specification sheets. DISTRICT reserves the right to cancel any contract and/or solicit other vendors for any part or portion of the RFP that does not meet the Buy American Provision.

XXVII. DEPARTMENT OF EDUCATION-CHILD NUTRITION DIVISION FORMS

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

XXVIII. CLEAN AIR ACT

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

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

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

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

XXX BID PROTEST PROCEDURES

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

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

Reservation of Rights to Proceed with Procurement Pending Appeal: the District reserves the right to proceed to award a contract and commence the work/purchase pending an Appeal. If there is a

State Funding or a critical deadline, The District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-Mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

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

XXXI. FORCE MAJEURE

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

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT


REQUEST FOR PRICING

Frozen/Refrigerated/Dry Products

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

GOLD STAR FOODS

FIRM NAME: _____

BY: _____
Print or Type Name 
Manual Signature

Giselle Norton
Contracts Manager
Gold Star Foods, Inc.

TITLE: _____

ADDRESS: GOLD STAR FOODS
2751 East Airport Drive

P.O. Box 4328 909-843 9600
Ontario, CA 91761

TELEPHONE: _____ DATE 5/8/18

EMAIL: bids@goldstarfoods.com FAX: 909-843 9659

INSPECTION COMPANY: SAI Global

ADDITIONAL CONDITIONS OR EXPLANATIONS: _____

Net 30

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

VENDOR QUESTIONNAIRE

Frozen/Refrigerated/Dry Products

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

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

5. How many days lead time do you require for an order? _____
6. How many refrigerated delivery trucks do you have? _____
7. How many refrigerated trucks have lift gates? _____
8. What percentage of items in Table 1 & Table 2 do you currently carry? _____
9. What is your procedure for notifying the customer of shortages and/or substitutions?

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

11. How many years has company been in the food service business? _____

12. Is vendor an approved distributor for USDA Foods? Yes No
13. Does vendor have a "net-off invoice" billing system in place that will display Pass-thru Value of commodities? Yes No

Please describe and provide example invoice of "net-off invoice" billing system.

14. All costs for "Fee for Service" processed commodities will be invoiced by vendor with no third party manufacturer billing (Modified Fee for Service)? Yes No

Please describe and provide example invoice of vendors "fee for service" billing system.

ATTACHED

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

16. Does vendor have an online commodity tracking system available? Yes No

17. Please describe your procedure for reporting commodity draw down to Super Co-Op Administrator.



GOLD STAR FOODS

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

VENDOR QUESTIONNAIRE

Frozen/Refrigerated/Dry Products

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

1. Will you be able to meet specified delivery hours? Yes or No
2. Will you be able to meet the number of deliveries per week? Yes or No
3. Will there be a minimum case or dollar value required per stop? If so, what is the minimum number of cases N/A or minimum dollar value? \$1500.00 per delivery site.
4. What system do you have to provide monthly summary documents?

Gold Star is widely considered the national leader in providing value added services and technology solutions for school foodservice operations. Full access to the Gold Star Online ordering website provides the ability to easily view and print reports and obtain information required for proving meal pattern compliance.

The reports and tools available through the GSF Online System include:

- 24 hour/day – 7 day/week access
- Product Nutritionals
- Product Formulation Statement and CN Labels
- Searchable database by Product qualities and identifiers
- District Usage by Vendor
- Site Usage by Vendor
- USDA Foods Live Inventory
- USDA Foods Lot History
- USDA Foods Usage by District
- Commodity Discount by Vendor

All of our reports are exportable in to Excel, PDF, and XML. This allows each District to customize the reports as necessary to meet the reporting needs of that specific District. In addition, if other reports are needed by the District, we can create customized reports.

Beginning with the 2017-18 school year, Gold Star will have the following information available for partner districts:

- Buy American compliance
- Allergen Information
- California Thursday Requirements (CA Processed, CA Grown, CA Company)
- Meal Pattern Contribution

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



GOLD STAR FOODS

Yes, 14 days.

6. How many refrigerated delivery trucks do you have?

Gold Star's Fleet consists of:

- 161 Drivers
 - 138 Class A Drivers
 - 23 Class B Drivers
- Trucks and Equipment
 - Class A Equipment
 - 55 Tractors
 - 3 – 28' Refrigerated/Frozen Trailers
 - 6 – 36' Refrigerated/Frozen Trailers
 - 10 – 45' Refrigerated/Frozen Trailers
 - 35 – 48' Refrigerated/Frozen Trailers
 - 3 – 53' Refrigerated/Frozen Trailers
 - Class B Equipment
 - 63 Refrigerated/Frozen Bobtail Trucks

To ensure that GSF's fleet is the safest on the road, all our trucks are 2012 or newer and meet all California Air Resources Board requirements. 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.

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 bobtails and trailers are all equipped with refrigerator units that can maintain 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.

Specifically related to sanitation and cleanliness, our truck drivers are required to maintain the cleanliness of their vehicles. In addition, we have a contracted vendor that cleans the trucks (inside and out) a minimum of every other week.



GOLD STAR FOODS

7. How many refrigerated trucks have lift gates?

_____ All trucks have lift gates.

8. What percentage of items in Table 1 & Table 2 do you currently carry?

Gold Star carries all items except for 22 items that are discontinued in 2018/2019.

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

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, preferred products/vendors and allowing us to work closely with your menu planning team, 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. If your Account Specialist is unavailable, we have back-up/trained Account Specialists and the Director of Customer Service who can also assist.

If 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, including vegetable subgroups.

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.

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

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. The Account Specialist will verify that sufficient inventory is available, confirm the delivery with the GSF Director of Transportation, and coordinate with the District representative requesting the delivery. 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. Based on the number of emergency deliveries requested and/or the cause of the emergency delivery, Gold Star may assess an additional service charge for the delivery.

11. How many years has company been in the food service? 39 years

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

13. Does vendor have a "net-off invoice" billing system in place that will display Pass-thru Value of commodities? Yes or No

Please describe and provide example invoice of "net-off invoice" billing system.



GOLD STAR FOODS

All Net off Invoice products will show two transactions to verify the commodity sale. The first line denotes the general item description with the total commercial cost inclusive of the fixed fee delivery cost per case. The second line denotes the deduction of the commodity item reducing the sale price by the value of the USDA Foods in the end product. If more than one USDA Foods raw commodity is available for drawdown additional commodity lines are listed to show the draw-down of commodity item separately.

The total commodity deduction is derived by utilizing the approved Summary End Product Data Schedules and the Super Coop RFP (if applicable).

14. All costs for "Fee for Service" processed commodities will be invoiced by vendor with no third party manufacturer billing (Modified Fee for Service)? Yes or No

Please describe and provide example invoice of vendors "fee for service" billing system.

All Fee for Service products will show two transactions to verify the commodity sale. The first line denotes the item description with the total cost of the end product including the commodity credit. The second line denotes the per case delivery fee for the Fee for Service item. The sale price is derived from the Fee for Service price denoted on the Super Cooperative Request for Pricing for Super Cooperative members.

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

See response to question #4.

16. Does vendor have an online commodity tracking system available? Yes or No

17. Please describe your procedure for reporting commodity draw down to Super Co-Op Administrator.

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
- 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 \$100 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.

Specific to commodity tracking, our system can process transactions for all schools participating in the Food Distribution Program. This process begins with a partnership between Gold Star and K12 Foodservice, ProcessorLink, and individual manufacturers. We communicate daily 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).

All commodity transactions are credited at the time of purchase and are easily identified on the invoice.

- 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.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

SCHOOL DISTRICT REFERENCES

Frozen/Refrigerated/Dry Products

Firm Title Giselle Norton
Contracts Manager Signature 
Gold Star Foods, Inc.

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

District Name _____

Address _____

Contact Name _____

Telephone _____

District Name _____

Address _____

Contact Name _____

Telephone _____

District Name _____

Address _____

Contact Name _____

Telephone _____

See Attached



2018 REFERENCES

Anaheim Union High School District
P.O. Box 3520
Anaheim, CA 92803
Orlando Griego, Director
(714) 999-3569
Griego_O@auhsd.us

Mountain View Elementary School District
3320 Gilman Road
El Monte, CA 91732
Susan Delgado, Director
(626) 652-4086
SDelgado@mtviewschools.net

Pomona Unified School District
1460 East Holt Avenue
Suite 160
Pomona, CA 91767
Daryl Hickey
909-397-4711



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

(See Section VII. Sanitation Product Quality)



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



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)
5/7/2018

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

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

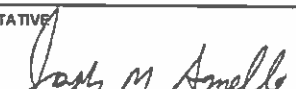
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1379844 GOLD STAR FOODS, INC 3781 EAST AIRPORT DRIVE ONTARIO CA 91761	INSURER A: Travelers Indemnity Co of CT 25682	
	INSURER B: Travelers Property Casualty Co of America 25674	
	INSURER C: Liberty Insurance Underwriters Inc 19917	
	INSURER D: Travelers Property Casualty Insurance Co 36161	
	INSURER E: _____ INSURER F: _____	

COVERAGES CERTIFICATE NUMBER: 14280114 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	630-0F486607-TCT-17	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ _____
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-0F486607-TIL-17	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	CUP-0K422967-17-14 1000030002-06	11/1/2017 11/1/2017	11/1/2018 11/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0K38396-2-17	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	LEASED/RENTED EQUIP. MOTOR TRUCK CARGO	N	N	Y-630-0F486607-TCT-17 660-4307B89A-TIL-17	11/1/2017 6/1/2017	11/1/2018 6/1/2018	\$15,033,725 LIMIT \$250,000/DEDUCTIBLE \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. THE CERTHOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT. SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTHOLDER AS RESPECT TO WORKERS' COMPENSATION AS REQUIRED BY CONTRACT AND WHERE ALLOWED BY LAW.

CERTIFICATE HOLDER 14280114 PERRIS UNION HIGH SCHOOL DISTRICT 155 E. Fourth Street Perris CA 92570	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

5/2/2018

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

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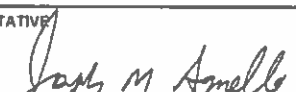
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1379844 GOLD STAR FOODS, INC 3781 EAST AIRPORT DRIVE ONTARIO CA 91761	INSURER A : Travelers Indemnity Co of CT NAIC # 25682	
	INSURER B : Travelers Property Casualty Co of America 25674	
	INSURER C : Liberty Insurance Underwriters Inc 19917	
	INSURER D : Travelers Property Casualty Insurance Co 36161	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15356772 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	630-0F486607-TCT-17	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-0F486607-TIL-17	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUP-0K422967-17-14 1000030002-06	11/1/2017 11/1/2017	11/1/2018 11/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0K38396-2-17	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	<input checked="" type="checkbox"/> LEASED/RENTED EQUIP <input checked="" type="checkbox"/> MOTOR TRUCK CARGO	N	N	Y-630-0F486607-TCT-17 660-4307B89A-TIL-17	11/1/2017 6/1/2017	11/1/2018 6/1/2018	\$15,033,725 LIMIT \$250,000/DEDUCTIBLE \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE CERTHOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT
 SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTHOLDER AS RESPECT TO WORKERS' COMPENSATION AS REQUIRED BY CONTRACT AND WHERE ALLOWED BY LAW

CERTIFICATE HOLDER 15356772 TEMECULA VALLEY UNIFIED SCHOOL DISTRICT 31350 RANCHO VISTA RD. TEMECULA CA 92592	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)
5/2/2018

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

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

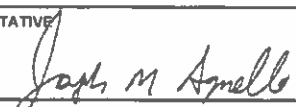
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1379844 GOLD STAR FOODS, INC 3781 EAST AIRPORT DRIVE ONTARIO CA 91761	INSURER A: Travelers Indemnity Co of CT 25682	
	INSURER B: Travelers Property Casualty Co of America 25674	
	INSURER C: Liberty Insurance Underwriters Inc 19917	
	INSURER D: Travelers Property Casualty Insurance Co 36161	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15356831 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y N	630-0F486607-TCT-17	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N N	810-0F486607-TIL-17	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N N	CUP-0K422967-17-14 1000030002-06	11/1/2017 11/1/2017	11/1/2018 11/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-0K38396-2-17	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A D	LEASED/RENTED EQUIP. MOTOR TRUCK CARGO	N N	Y-630-0F486607-TCT-17 660-4307B89A-TIL-17	11/1/2017 6/1/2017	11/1/2018 6/1/2018	\$15,033,725 LIMIT \$250,000/DEDUCTIBLE \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTHOLDER AS RESPECT TO WORKERS' COMPENSATION AS REQUIRED BY CONTRACT AND WHERE ALLOWED BY LAW.

CERTIFICATE HOLDER 15356831 PERRIS ELEMENTARY 143 EAST FIRST STREET PERRIS CA 92570	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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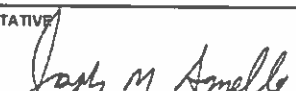
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
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INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER E :														
INSURER F :														
INSURED 1379844 GOLD STAR FOODS, INC 3781 EAST AIRPORT DRIVE ONTARIO CA 91761														

COVERAGES **CERTIFICATE NUMBER:** 15356780 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	630-0F486607-TCT-17	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-0F486607-TIL-17	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUP-0K422967-17-14 1000030002-06	11/1/2017 11/1/2017	11/1/2018 11/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0K38396-2-17	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	LEASED/RENTED EQUIP MOTOR TRUCK CARGO	N	N	Y-630-0F486607-TCT-17 660-4307B89A-TIL-17	11/1/2017 6/1/2017	11/1/2018 6/1/2018	\$15,033,725 LIMIT \$250,000/DEDUCTIBLE \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTHOLDER AS RESPECT TO WORKERS' COMPENSATION AS REQUIRED BY CONTRACT AND WHERE ALLOWED BY LAW.

CERTIFICATE HOLDER 15356780 MURRIETA VALLEY UNIFIED 41870 MCALBY CT MURRIETA CA 92562	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

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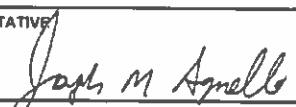
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1379844 GOLD STAR FOODS, INC 3781 EAST AIRPORT DRIVE ONTARIO CA 91761	INSURER A: Travelers Indemnity Co of CT 25682	
	INSURER B: Travelers Property Casualty Co of America 25674	
	INSURER C: Liberty Insurance Underwriters Inc 19917	
	INSURER D: Travelers Property Casualty Insurance Co 36161	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15356828 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	630-0F486607-TCT-17	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-0F486607-TIL-17	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUP-0K422967-17-14 1000030002-06	11/1/2017 11/1/2017	11/1/2018 11/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-0K38396-2-17	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	LEASED/RENTED EQUIP MOTOR TRUCK CARGO	N	N	Y-630-0F486607-TCT-17 660-4307B89A-TIL-17	11/1/2017 6/1/2017	11/1/2018 6/1/2018	\$15,033,725 LIMIT \$250,000/DEDUCTIBLE \$2,500

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 SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTHOLDER AS RESPECT TO WORKERS' COMPENSATION AS REQUIRED BY CONTRACT AND WHERE ALLOWED BY LAW

CERTIFICATE HOLDER 15356828 MENIFEE UNION 29775 HAUN ROAD MENIFEE CA 92586	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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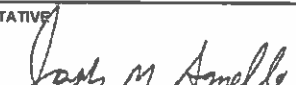
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
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INSURER F :														
INSURED 1379844 GOLD STAR FOODS, INC 3781 EAST AIRPORT DRIVE ONTARIO CA 91761														

COVERAGES **CERTIFICATE NUMBER:** 15356821 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL'SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	630-0F486607-TCT-17	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-0F486607-TIL-17	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____	N	N	CUP-0K422967-17-14 1000030002-06	11/1/2017 11/1/2017	11/1/2018 11/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0K38396-2-17	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	LEASED/RENTED EQUIP. MOTOR TRUCK CARGO	N	N	Y-630-0F486607-TCT-17 660-4307B89A-TIL-17	11/1/2017 6/1/2017	11/1/2018 6/1/2018	\$15,033,725 LIMIT \$250,000/DEDUCTIBLE \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE CERTHOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT
 SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTHOLDER AS RESPECT TO WORKERS' COMPENSATION AS REQUIRED BY CONTRACT AND WHERE ALLOWED BY LAW

CERTIFICATE HOLDER 15356821 LAKE ELSINORE UNIFIED 550 BIRCH STREET LAKE ELSINORE CA 92530	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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USDA Nondiscrimination Statement

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

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

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

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

This institution is an equal opportunity provider.

**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

Name of School Food Authority

RFP # 041218

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Giselle Norton
Contracts Manager

Printed Name Gold Star Foods, Inc. Title



Signature

5/8/18

Date

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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
3781 East Airport Drive
P.O. Box 4328
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:

OR

Name of Food Service Management or Food Service Consulting Company:		GOLD STAR FOODS	
Printed Name and Title: Giselle Norton Contracts Manager Gold Star Foods, Inc.		Signature: 	Date: 5/8/18
Name of School Food Authority:		Agreement Number:	

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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee	

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

<p>• Form of Payment (check all that apply): Cash _____ In-kind; specify: _____ Nature _____ Value _____</p>	<p>Deferred _____ Other; specify: _____</p>
<p>• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: <u>Giselle Norton</u> Title: <u>Contracts Manager</u> <u>Gold Star Foods, Inc.</u> Telephone No: <u>(909) 843-9600</u> Date: <u>5/8/18</u></p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

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

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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

NON-COLLUSION AFFIDAVIT

To be executed by Vendor and submitted with Proposal

RFP# 041218

(Public Contract Code Section 7106)

STATE OF CALIFORNIA

COUNTY OF San Bernardino

Giselle Norton (Name), being first duly sworn, deposes and says that he or she is the Contracts Manager (Title) of Gold Star Foods (Contractor), the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Vendor has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other Vendor, 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 proposal are true; and, further, that the Vendor has not, directly or indirectly, submitted his or her proposed price of 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 proposal.



Signature of Officer

Typed Name of Officer **Giselle Norton**
Contracts Manager
Gold Star Foods, Inc.

Office

GOLD STAR FOODS
1781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761


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

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

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

OPTION #1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed) GOLD STAR FOODS		Federal ID Number (or n/a) 26-134-0567
By (Authorized Signature) 		Giselle Norton Contracts Manager Gold Star Foods, Inc.
Printed Name and Title of Person Signing		
Date Executed 3/8/18	Executed in Ontario	

OPTION #2 - EXEMPTION

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

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

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

DRUG-FREE WORKPLACE CERTIFICATION

By signing this certification, the prospective contractor or recipient hereby certifies under penalty of perjury under the laws of the State of California that the contractor or recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq) and will provide a drug free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation, and employee assistance programs; and
 - 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(c), that every employee who works with the proposed program/activity:
 - 1. will receive a copy of the company's drug-free policy statement; and
 - 2. will agree to abide by the terms of the company's drug-free workplace policies.

Failure to comply with these requirements may result in suspension of payments under the subgrant/contract or termination of the subgrant/contract, or cancellation of the purchase order, or all that may apply. In addition, the contractor or grantee may be ineligible for award of future subgrant/contracts or purchase orders if it is determined that any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

GOLD STAR FOODS

Organization

Giselle Norton
Contracts Manager
Gold Star Foods, Inc.


Name & Title of Authorized Representative

Signature



5/8/18
Date

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

<i>Vendor Name/Financial Institution (Printed)</i> GOLD STAR FOODS	<i>Federal ID Number (or n/a)</i> 26.134.0567
<i>By (Authorized Signature)</i> 	5/8/10
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Giselle Norton
Contracts Manager
Gold Star Foods, Inc.

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

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

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

DATE: 5/8/18

CONTRACTOR: GOLD STAR FOODS

By: 
signature

Advertising Order Confirmation

The Press Enterprise

04/09/18 2:04:34PM

Page 1

Ad Order Number

0011104803

Customer

MURRIETA VALLEY USD

Payor Customer

MURRIETA VALLEY USD

PO Number

Sales Representative

Nick Eller

Customer Account

5209167

Payor Account

5209167

Ordered By

Jill Lancaster

Order Taker

Nick Eller

Customer Address

41870 MCALBY CT
MURRIETA, CA 92562

Payor Address

41870 MCALBY CT
MURRIETA, CA 92562

Customer Fax

Order Source

Select Source

Customer Phone

951-696-1600

Payor Phone

951-696-1600

Customer EMail

Current Queue

Ready

Invoice Text

RFP#041218

Tear Sheets

0

Affidavits

0

Blind Box _____

Materials _____

Promo Type _____

Special Pricing _____

Advertising Order Confirmation

The Press Enterprise

04/09/18 2:04:34PM

Page 2

<u>Ad Number</u> 0011104803-01	<u>Ad Size</u> 3 X 56 Li	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
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<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u> Legal Liner	<u>Released for Publication</u>
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NOTICE INVITING REQUEST FOR PRICING (RFP)

RFP#041218-Frozen, Refrigerated & Dry Food Distribution

NOTICE IS HEREBY GIVEN that this RFP is being issued co-operatively by the Riverside County School Districts listed below. Each school district acting by and through their Governing Boards request pricing for procurement and delivery of dry, frozen, refrigerated, processed commodity and/or commercial food products.

School districts participating include:

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

RFP Deadline: 10:00 a.m. on April 30, 2018

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

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

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

RFPs can be delivered prior to the opening date and time stated above to Nutrition Services, Murrieta Valley Unified School District, 41870 McAlby Court, Murrieta, CA 92562 between 8:00 a.m. and 4:00 p.m. Monday through Friday. Any RFPs received after the time specified above shall be returned unopened.

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

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

4/12, 4/16

<u>Product</u>	<u>Requested Placement</u>	<u>Requested Position</u>	<u>Run Dates</u>	<u># Inserts</u>
PE Riverside:Full Run	Legals CLS	General - 1076~	04/12/18, 04/16/18	2

Order Charges:

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
604.80	0.00	604.80	0.00	\$604.80

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

Please note: If you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".



GOLD STAR FOODS

February 21, 2019

Jill Lancaster, Director of Food Service
Murrieta Valley Unified School District
41870 McAlby Court
Murrieta, CA 92562

Re: Extension Offer for RFP#041218-Frozen, Refrigerated & Dry Food Distribution

Gold Star Foods, Inc. was awarded the contract for Distribution of Frozen, Refrigerated and Dry Products. The term of that original contract was July 01, 2018 through June 30, 2019. 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).

Due to increased costs in wages, healthcare & related benefits, and fuel, we request a price increase of 1.65% C.P.I. for Los Angeles-Riverside-Orange County, California using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers". Additionally, there are other factors related to cost changes outside of Gold Star's control:

1. Manufacturer price changes. Supporting documentation will be provided upon receiving final 2019-20 pricing from each manufacturer.
2. USDA Foods Fair Market Value changes based on the November 20th file.
 - a. USDA Source: <https://www.fns.usda.gov/fdd/processor-material-prices>

Please consider our offer to renew. We are proud to be your Child Nutrition Partner.

Thank you,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

W. H. Cho.
Signature

Assistant Superintendent
Title

3/22/19
Date

3781 East Airport Drive
Ontario, CA 91761
www.goldstarfoods.com



41870 McAlby Court, Murrieta, CA 92562
(951) 696-1600 ♦ www.murrieta.k12.ca.us

Board of Education
Oscar Rivas, Trustee Area 1
Kris Thomasian, Trustee Area 2
Kenneth Dickson, Trustee Area 3
Linda Lunn, Trustee Area 4
Paul Diffley, Trustee Area 5

Patrick Kelley
Superintendent

**EXCERPT OF MINUTES OF THE
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
MARCH 14, 2019**

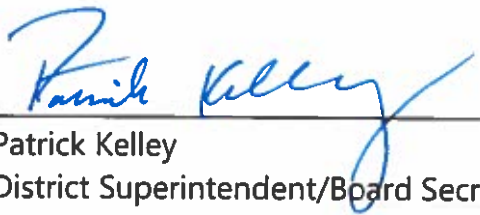
Agenda Item G.3: Approval to Renew Contracts with Gold Star Foods and Driftwood Dairy to provide food items for the 2019/20 School Year

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

Aye: Kenneth Dickson, Paul Diffley, Linda Lunn, Oscar Rivas, Kris Thomasian
Nay: None
Abstain: None
Absent: None

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

Executed this 11th day of April 2019.



Patrick Kelley
District Superintendent/Board Secretary

Board of Education Regular Meeting
Murrieta Valley USD
March 14, 2019 5:00PM
District Support Center, 41870 McAlby Court, Murrieta
Mission Statement:

Inspiring every student to Think, to Learn, to Achieve and to Care

A. CALL TO ORDER (4:30 PM)

Quick Summary / Abstract:

The Presiding Officer will call the meeting to order prior to recessing into Closed Session. The regular meeting will reconvene at 5:00 p.m.

A.1. Establishment of Quorum

A.2. Public Comment regarding Closed Session Item

B. CLOSED SESSION 

Quick Summary / Abstract:

Pursuant to Government Code 54954.2, Closed Session is not open to the public. Items not completed during this time period may be discussed at the conclusion of the Public Session agenda.

B.1. Public Employee Discipline/Dismissal/Release

Rationale:

Pursuant to Government Code 54957, the Governing Board will meet to consider discipline, dismissal or release of public employee(s).

C. PUBLIC SESSION (5:00 PM)

C.1. Call to Order / Establishment of Quorum

C.2. Report Out of Closed Session

C.3. Pledge of Allegiance

C.4. Approval of Agenda (Action Item)

C.5. Communications

C.5.a. Student Representatives to the Board Reports

C.5.b. Public Comment

Quick Summary / Abstract:

Individuals wishing to address the Board are asked to complete a "Request to Address the Board of Education" card located at the entrance to the Board Room and submit it to the Executive Assistant to the Superintendent & Board. Speakers shall be first recognized by the presiding officer at the designated time on the agenda, or before or during the Board's consideration of an agenda item. In accordance with Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board.

The Governing Board shall limit the total time for public input on each item to 20 minutes. No action or discussion shall be undertaken by the Board on any item not appearing on the posted agenda, except as authorized by law.

C.5.c. Employee Organizations Communication

C.5.d. Superintendent Communication

C.5.e. Board Member Communication

C.6. Approval of Minutes (Action Item)

Rationale:

- February 6, 2019 Special Meeting
- February 12, 2019 Regular Meeting

Attachments:

Minutes 2/06/19

Minutes 2/12/19

C.7. Designation of Board Member to represent the Board of Education at City of Murrieta Council Meetings (Action Item)

Rationale:

Designating a Board member to serve as a volunteer representative at City of Murrieta Council meetings is beneficial to community relations and further strengthens the Murrieta Valley Unified School District's collaboration with the City. The purpose of the representative is attend council meetings as an audience member, and when appropriate, provide an update to the community during public comments of notable accomplishments, school events, activities and news worthy educational information.

Designation and approval of a Board representative supports the goals identified at the Board of Education Special Meeting on February 28, 2019, and Bylaws of the Board 9140.

Financial Impact:

None

D. CONSENT CALENDAR (Action Item)

Quick Summary / Abstract:

Consent Calendar items are voted collectively as a group. Upon Board Member request, items may be removed from the Consent Calendar for discussion and individual action.

D.1. Ratification of Report of Purchases and Warrants Issued (Consent Item)

Rationale:

As per Board Policy 3300 – Expenditures and Purchases, the Board has designated certain district personnel to approve district purchases. As part of this process, at least every 60 days the Board must ratify all purchase transactions entered into by authorized district personnel. In addition, pursuant to Education Code 42632 and 42633, the Governing Board must approve commercial warrants issued with the inclusion of commercial warrant numbers recorded in the minutes. This agenda item presents current purchase orders and commercial warrants for review and ratification.

It is recommended that the Board of Education ratify the Report of Purchases from

1/29/19 through 2/28/19 and warrants issued on claim numbers X---171534 through X172371 in the amount of \$5,709,803.47.

Financial Impact:

Before purchase orders are presented to the Board for review, a budget exists for the expenditure. In cases where a purchase order is requested and funds are insufficient, the manager of that budget is required to complete a fund transfer to make funds available.

Attachments:

Purchases and Warrants Report

D.2. Approval to Dispose of Obsolete/Unusable Materials (Consent Item)

Rationale:

Equipment used throughout the district over time becomes obsolete or damaged beyond usable service. Those objects are then disposed of either through recycling or auctioned off to the highest bidder.

The attached list of equipment has been determined to be obsolete or beyond repair. The Purchasing Director requests permission to dispose of these materials in the most advantageous manner for the district pursuant to Board Policy and Administrative Regulation: 3270 – Sale and Disposal of Books, Equipment and Supplies.

Financial Impact:

There is a small gain to the district for the recyclable materials listed.

Attachments:

Obsolete Records List

D.3. Acceptance of Donations (Consent Item)

Rationale:

Pursuant to Board Policy 3290 – Gifts, Grants and Bequests, the Governing Board may accept any bequest or gift of money or property on behalf of the district. The attached list of donations will be used to enhance the educational opportunities at various school sites.

Financial Impact:

None

Attachments:

Donation Report

D.4. Approval of Revised Job Description for Deputy Superintendent (Consent Item)

Rationale:

The revised job description for Deputy Superintendent has been submitted for approval. This job description has been changed to better define the duties of the position.

Financial Impact:

None

Attachments:

Job Description - Deputy Superintendent (revised)

D.5. Approval of Overnight Field Trip (Consent Item)

Rationale:

Board Policy 6153, School-Sponsored Trips, requires that all overnight and out-of-state school-sponsored trips receive approval from the Board of Education. District schools have historically utilized field trips to combine the goal of academic achievement and cultural growth with social interaction among students, staff, and other adults. Appropriate parental/guardian permission slips will be obtained, and District guidelines will be adhered to. A Supervisory Plan is on file for this field trip at the host school site.

The Riverside County Office of Education has invited the Murrieta Valley Unified School District to attend the 2019 California Foster Youth Education Summit in Sacramento, CA.

Eight students and three chaperones will depart on March 31, 2019, and return April 2, 2019. Shannon Tobias, Foster Youth Liaison and two other district approved adults will be chaperones.

Financial Impact:

All expenses will be paid by the Riverside County Office of Education.

E. HUMAN RESOURCES

E.1. Approval of Personnel Report (Action Item)

Rationale:

The attached Personnel Report is presented to the Governing Board for approval pursuant to Board Policy: BP 4111 – Recruitment and Selection. New hires are recommended for employment pending completion of the hiring process and criminal background investigation.

Financial Impact:

Replacement positions (R) are positions that were included in the 2017/18 staffing plans. Growth positions (G) are positions that are included in the approved 2018/19 Staffing Plans and have been not been previously filled. The financial impact of reclassifications is approximately \$1,144 annually, including statutory benefits.

Attachments:

Personnel Report

E.2. Public Hearing regarding Murrieta Teachers Association's Initial Contract Proposal to the Murrieta Valley Unified School District for the 2019/20 School Year

Rationale:

In accordance with the requirements of Government Code Section 3547, all

initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation shall be presented at a public meeting of the public school employer, and thereafter, shall be public record. Meeting and negotiating shall not take place on any proposal until a reasonable amount of time has elapsed after the submission of the proposal. This will enable the public to become informed and have the opportunity to express itself regarding the proposal at a meeting of the public school employer. After the public has had the opportunity to express itself, the public school employer shall, at a meeting which is open to the public, adopt the initial proposal.

The Murrieta Valley Unified School District encourages the public to express their reactions to this initial proposal. Such reactions should be expressed verbally and/or by written communication at the Board of Education meeting on March 14, 2019, 5:00 p.m. at 41870 McAlby Court Murrieta, CA.

Financial Impact:

Financial impact will be determined prior to the conclusion of negotiations. California law requires the fiscal implication of employee contracts to be publicly disclosed prior to ratification of a labor agreement.

Attachments:

Proposal from MTA to District 2019-20

E.3. Adoption of Murrieta Teachers Association's Initial Contract Proposal to the Murrieta Valley Unified School District for the 2019/20 School Year (Action Item)

Rationale:

In accordance with the requirements of Government Code Section 3547, all initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public record.

After the public has had the opportunity to express itself, the Murrieta Valley Unified School District shall, at a meeting which is open to the public, adopt the Murrieta Teachers Association's initial contract proposal.

Financial Impact:

Financial impact will be determined before conclusion of negotiations. California law requires the fiscal impact of employee contracts to be publicly disclosed prior to ratification of a labor agreement.

Attachments:

Proposal from MTA to District 2019-20

E.4. Public Hearing regarding Murrieta Valley Unified School District's

Initial Contract Proposal to the Murrieta Teachers Association for the 2019/20 School Year

Rationale:

In accordance with the requirements of Government Code Section 3547, all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation shall be presented at a public meeting of the public school employer, and thereafter, shall be public record. Meeting and negotiating shall not take place on any proposal until a reasonable amount of time has elapsed after the submission of the proposal. This will enable the public to become informed and have the opportunity to express itself regarding the proposal at a meeting of the public school employer. After the public has had the opportunity to express itself, the public school employer shall, at a meeting which is open to the public, adopt the initial proposal.

The Murrieta Valley Unified School District encourages the public to express their reactions to this initial proposal. Such reactions should be expressed verbally and/or by written communication at the Board of Education meeting on March 14, 2019, 5:00 p.m. at 41870 McAlby Court Murrieta, CA.

Financial Impact:

Financial impact will be determined prior to the conclusion of negotiations. California law requires the fiscal implication of employee contracts to be publicly disclosed prior to ratification of a labor agreement.

Attachments:

Proposal to MTA 2019-20

E.5. Adoption of Murrieta Valley Unified School District's Initial Contract Proposal to the Murrieta Teachers Association for the 2019/20 School Year (Action Item)

Rationale:

In accordance with the requirements of Government Code Section 3547, all initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public record.

After the public has had the opportunity to express itself, the district, at a meeting which is open to the public, shall adopt its initial proposal to the Murrieta Teachers Association.

Financial Impact:

Financial impact will be determined before conclusion of

negotiations. California law requires the fiscal impact of employee contracts to be publicly disclosed prior to ratification of a labor agreement.

Attachments:

Proposal to MTA 2019-20

E.6. Public Hearing regarding California School Employees Association's, and its Murrieta Valley Chapter 223, Initial Contract Proposal to the Murrieta Valley Unified School District for the 2019/20 School Year

Rationale:

In accordance with the requirements of Government Code Section 3547, all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation shall be presented at a public meeting of the public school employer, and thereafter, shall be public record. Meeting and negotiating shall not take place on any proposal until a reasonable amount of time has elapsed after the submission of the proposal. This will enable the public to become informed and have the opportunity to express itself regarding the proposal at a meeting of the public school employer. After the public has had the opportunity to express itself, the public school employer shall, at a meeting which is open to the public, adopt the initial proposal.

The Murrieta Valley Unified School District encourages the public to express their reactions to this initial proposal. Such reactions should be expressed verbally and/or by written communication at the Board of Education meeting on March 14, 2019, 5:00 p.m. at 41870 McAlby Court Murrieta, CA.

Financial Impact:

Financial impact will be determined prior to the conclusion of negotiations. California law requires the fiscal implication of employee contracts to be publicly disclosed prior to ratification of a labor agreement.

Attachments:

Proposal from CSEA to District

E.7. Adoption of California School Employees Association's, and its Murrieta Valley Chapter 223, Initial Contract Proposal to the Murrieta Valley Unified School District for the 2019/20 School Year (Action Item)

Rationale:

In accordance with the requirements of Government Code Section 3547, all initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public record.

After the public has had the opportunity to express itself, the Murrieta Valley Unified School District shall, at a meeting which is open to the public,

adopt the California School Employees Association and its Murrieta Chapter 223's initial contract proposal.

Financial Impact:

Financial impact will be determined before conclusion of negotiations. California law requires the fiscal impact of employee contracts to be publicly disclosed prior to ratification of a labor agreement.

Attachments:

Proposal from CSEA to Dist

E.8. Public Hearing regarding Murrieta Valley Unified School District's Initial Contract Proposal to the California School Employees Association and its Murrieta Chapter 223 for the 2019/20 School Year

Rationale:

In accordance with the requirements of Government Code Section 3547, all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation shall be presented at a public meeting of the public school employer, and thereafter, shall be public record. Meeting and negotiating shall not take place on any proposal until a reasonable amount of time has elapsed after the submission of the proposal. This will enable the public to become informed and have the opportunity to express itself regarding the proposal at a meeting of the public school employer. After the public has had the opportunity to express itself, the public school employer shall, at a meeting which is open to the public, adopt the initial proposal.

The Murrieta Valley Unified School District encourages the public to express their reactions to this initial proposal. Such reactions should be expressed verbally and/or by written communication at the Board of Education meeting on March 14, 5:00 p.m. at 41870 McAlby Court, Murrieta, CA.

Financial Impact:

Financial impact will be determined prior to the conclusion of negotiations. California law requires the fiscal implication of employee contracts to be publicly disclosed prior to ratification of a labor agreement.

Attachments:

Proposal to CSEA 19-20

E.9. Adoption of Murrieta Valley Unified School District's Initial Contract Proposal to the California School Employees Association and its Murrieta Valley Chapter 223 for the 2019/20 School Year (Action Item)

Rationale:

In accordance with the requirements of Government Code Section 3547, all initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented

at a public meeting of the public school employer and thereafter shall be public record.

After the public has had the opportunity to express itself, the district, at a meeting which is open to the public, shall adopt its initial proposal to the California School Employees Association and its Murrieta Valley Chapter 223.

Financial Impact:

Financial impact will be determined before conclusion of negotiations. California law requires the fiscal impact of employee contracts to be publicly disclosed prior to ratification of a labor agreement.

Attachments:

Proposal to CSEA 19 20

E.10. Second Reading and Adoption of Proposed Revision to Board Policy: BP 4114 - Transfer/Reassignment (Action Item)

Rationale:

The Governing Board adopts written policies and administrative regulations to convey its expectations for actions that will be taken by the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to students, staff, parents/guardians and the community. The district regularly reviews and updates its policies utilizing California School Boards Association's (CSBA) policy information service to comply with current law or district circumstances.

Proposed revisions to Board Policy: BP 4114, Transfer/Reassignment is presented for second reading and adoption. A first reading was held on February 12, 2019, with no changes recommended.

Financial Impact:

None

Attachments:

BP 4114 - Transfer-Reassignment (revision)

F. EDUCATIONAL SERVICES

F.1. Dimensions Collaborative Charter School Petition (Presentation/Action Item)

Rationale:

Element Education, Inc. has submitted a petition for the establishment of Dimensions Collaborative Charter School under Murrieta Valley Unified School District oversight. The petition was received by the Board of Education on January 17, 2019. A public hearing was held regarding the provisions of the charter and included public input on February 12, 2019. Staff has reviewed the Petition and prepared a Staff Report detailing the basis for its recommendation that the Petition be denied. A summary of the

findings of the Report will be presented in conjunction with a recommendation from staff. The Board of Education will then render a decision regarding the Dimensions Collaborative Charter School petition, and if the Board determines that the Petition should be denied, will adopt the Staff Report as its findings in support of that decision.

Financial Impact:

There are fiscal implications for the Murrieta Valley Unified School District from the Dimensions Collaborative Charter School petition.

Attachments:

Staff Report

F.2. Approval of Murrieta Annex Joint Use Agreement between Mt. San Jacinto Community College District and the Murrieta Valley Unified School District (Action Item)

Rationale:

Mt. San Jacinto Community College District (MSJC) and the Murrieta Valley Unified School District (MVUSD) have pledged to work together for the purpose of expanding college coursework opportunities for the community and MVUSD students who are college bound and/or who are underrepresented in higher education. The goal of this partnership is to develop a seamless pathway from high school to community college for career technical education or preparation for transfer and help high school students achieve college and career readiness. In order to facilitate the delivery of the college coursework, MVUSD is developing a joint use agreement with MSJC to allow use of eight classrooms at Murrieta Valley High School to house the MSJC Annex.

Financial Impact:

Murrieta Valley Unified School District will maintain the classrooms and equipment, place restrooms in the Annex area and complete fencing to secure the Annex area. Facility upgrades will be funded by Community Facilities District (CFD) funds.

Attachments:

MSJC Agreement

MSJC Annex Flier

MSJC Annex Letter

F.3. Information regarding the adoption of High School Mathematics Curriculum (Presentation/Information Item)

Rationale:

Education Code Section 60200(b)(1) calls for instructional materials adoptions to occur every eight years in language arts, mathematics, history–social science, science, and other subjects.

Education Code Section 60200.7, effective July 29, 2009, delayed all instructional materials adoptions and the development of curriculum frameworks and evaluation criteria until the 2015/16 school year. Since then specific legislation has authorized the State Board of Education to conduct adoptions in mathematics (Assembly Bill 1246) and English language arts/English language development (Senate Bill 201).

Instructional materials serve as the primary mode of access for California's students to the state's content standards and the knowledge and skills they must master. Instructional materials also support teachers in making instructional decisions and selecting effective teaching strategies that lead to student mastery of the content standards.

Local educational agencies have the authority and the responsibility to conduct their own evaluation of instructional materials and to adopt the materials that best meet the needs of their students. During the 2018/19 school year, a team of teachers and administrators has taken part in a comprehensive process of reviewing and field testing the proposed instructional materials.

As a result of this process, the following texts are being recommended for district adoption:

Grade Levels: 9-12

New Text: Pearson enVision Integrated Mathematics

These materials will be on display for public review and comment from March 14 until April 18. The public will receive notice of this display and comments will be collected.

Financial Impact:

The fiscal implication of this informational item will be related to the purchase of the recommended materials and professional development to support implementation in the classroom.

Attachments:

Public Notice - HS Math Textbook Adoption

F.4. Information regarding the adoption of Middle School English Language Arts Curriculum (Presentation/Information Item)

Rationale:

Education Code Section 60200(b)(1) calls for instructional materials adoptions to occur every eight years in language arts, mathematics, history-social

science, science, and other subjects.

Education Code Section 60200.7, effective July 29, 2009, delayed all instructional materials adoptions and the development of curriculum frameworks and evaluation criteria until the 2015/16 school year. Since then specific legislation has authorized the State Board of Education to conduct adoptions in mathematics (Assembly Bill 1246) and English language arts/English language development (Senate Bill 201).

Instructional materials serve as the primary mode of access for California's students to the state's content standards and the knowledge and skills they must master. Instructional materials also support teachers in making instructional decisions and selecting effective teaching strategies that lead to student mastery of the content standards.

Local educational agencies have the authority and the responsibility to conduct their own evaluation of instructional materials and to adopt the materials that best meet the needs of their students. During the 2018/19 school year, a team of teachers and administrators has taken part in a comprehensive process of reviewing and field testing the proposed instructional materials.

As a result of this process, the following texts are being recommended for district adoption:

Grade Levels: 6-7

New Texts: Pearson myPerspectives English Language Arts

These materials will be on display for public review and comment from March 14 until April 18. The public will receive notice of this display and comments will be collected.

Financial Impact:

The fiscal implication of this informational item will be related to the purchase of the recommended materials and professional development to support implementation in the classroom.

Attachments:

Public Notice - MS ELA Textbook Adoption

G. BUSINESS SERVICES

G.1. Filing and Positive Certification of the Second Interim Financial Report for Fiscal Year 2018/19 (Presentation/Action Item)

Rationale:

AB 1200 requires that school districts file financial "status" reports each fiscal year. The purpose of the report is to require school district staff to review their financial status and make projections as to their ability to meet projected financial obligations through the remainder of the fiscal year. It also affords staff the venue to make expenditure and revenue budget modifications reflecting changes that have occurred since the previous status report or adopted budget.

The report shows that the district will be able to meet the criteria of AB 1200 and certify that the district will be able to meet its financial obligations in the current and two subsequent fiscal years.

Financial Impact:

The district will be able to meet its projected financial obligations for the current fiscal year ending June 30, 2019.

Attachments:

2018-2019 Second Interim

G.2. Approval to Award a Contract to Creative Bus Sales, Inc. utilizing the piggyback clause of South County Support Services Agency Bid #1819-SC11-01 to purchase School Buses (Action Item)

Rationale:

Due to the severe aging fleet it is now necessary to replace buses that are over 15 years old and no longer repairable. Murrieta Valley Unified School District would like to purchase new buses for the 2019/20 school year from Creative Bus Sales, Inc.

South County Support Services Agency awarded a contract to Creative Bus Sales, Inc. through a competitive bid process. This contract contains piggyback language allowing for all public school districts in the State of California to lease or purchase Pupil Transportation Equipment at the same price.

Financial Impact:

The contract will be funded using Community Facilities District funds.

G.3. Approval to Renew Contracts with Gold Star Foods and Driftwood Dairy to provide food items for the 2019/20 School Year (Action Item)

Rationale:

Gold Star Foods has agreed to rollover RFP (request for pricing) #041318/041718 - Frozen, Fresh and Processed Produce for the 2019/20 school year with the following condition.

1. Manufacturer price changes. Supporting documentation will be provided upon receiving final pricing from manufacturers.

Gold Star Foods has agreed to rollover RFP #041218 - Frozen, Refrigerated and Dry Food for the 2019/20 school year with the following conditions.

1. Price increase of 1.65% based on C.P.I for Los Angeles-Riverside-Orange County
2. Manufacturer price changes. Supporting documentation will be provided upon

receiving final pricing from manufacturers.

3. USDA Foods Fair Market Value changes based on the November 20, 2018 file.

Driftwood Dairy has agreed to roll over RFP #052017 - Fresh Dairy Items for the 2019/20 school year. All terms and conditions of the contract will remain the same.

Providing quality student meals contributes to learning and student success.

Financial Impact:

This contract is being funded with cafeteria funds.

Attachments:

Renewal Letters for 2019-2020 School Year

G.4. First Reading of Proposed Revision to Board Policy and Administrative Regulation: BP/AR 3554 – Other Food Sales; and BP 5030 – Student Wellness (Information Item)

Rationale:

The Governing Board adopts written policies and administrative regulations to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies and administrative regulations are reviewed and updated regularly to comply with current law or district circumstances.

Proposed revisions to Board Policies and Administrative Regulations listed below are presented for first reading. A second reading and adoption/approval is scheduled for the April 18, 2019 Board meeting.

1. BP/AR 3554 – Other Food Sales (revision)
2. BP 5030 – Student Wellness (revision)

Financial Impact:

None

Attachments:

AR 3554 - Other Food Sales (revision)

BP 3554 Other Food Sales (revision)

BP 5030 - Student Wellness (current)

BP 5030 - Student Wellness (revision)

G.5. Review of Investment Report for the quarter ended December 31, 2018 (Information Item)

Rationale:

For information purposes, it is not the Murrieta Valley Unified School District's intent to invest surplus funds with agencies outside of the County Treasury. However, through debt financing for Certificates of Participation and General Obligation Bonds issued in prior years, the district was required

to set aside a portion of the initial financing proceeds in reserve accounts until the debt is retired. These funds are currently invested through a trustee on the district's behalf.

Per Board Policy 3430 - Investing, the Superintendent or Assistant Superintendent of Business is required to report to the Board the status of the district's investment of surplus moneys not required for immediate necessities or funds otherwise invested in the course of normal business operations such as financing debt issued for Certificates of Participation, General Obligation Bonds, etc.

The report should include:

1. The state of compliance of the portfolio to the statement of investment policy, and/or an explanation of the extent the portfolio is not in compliance.
2. A statement denoting the ability of the district to meet its pool expenditure requirements for the next six months.
3. The type of investment, issuer, date of maturity, market value, par and dollar amount invested on all securities, investments, and moneys held by the district.
4. This report of portfolio activity shall be presented no later than 30 days after the end of the calendar quarter.

Pursuant to California Government Section 53646, I hereby certify that all district investments are in compliance with the district's Investment Policy #3430. I further certify that sufficient investment liquidity and anticipated revenues are available to meet the district's budgeted expenditure requirements for the next six months.

The above referenced code allows districts whose funds are placed in specific investments to supply the most recent statement or statements from those institutions. The Riverside County Treasurer's statement is attached. In addition, the law requires that reports be made on all securities, investments, and moneys held by the district in investment vehicles other than those identified above. The investments are summarized on the attached report.

Financial Impact:

To establish a sound investment reporting process of accountability to the Board of Education and the public that will ensure the district's assets are protected and meet prudent standards for a government agency.

Attachments:

Investment Report Ending 123118

G.6. Review of Associated Student Body Financial Reports for the quarter ended December 31, 2018 (Information Item)

Rationale:

Education Code 48930 establishes that the Governing Board is the controlling authority for student body funds. Although the supervision and control of the activities of student body organizations have been delegated to site administrators, it is important that the Board be informed of the financial status of student body funds.

Quarterly reports have been compiled by individual school sites and are reported on the attached document. The quarter ending December 31, 2018 shows combined assets of ASB funds to be \$2,480,437.

The purpose of student body funds is to promote the general welfare, morale, and educational experiences of the student body.

Financial Impact:

None

Attachments:

ASB Quarter Ending 123118

H. FACILITIES/OPERATIONAL SERVICES

H.1. First Reading of Proposed New Board Policy: BP 7210 - Facilities Financing and Proposed Revisions to Board Policies: BP 7212 - Mello-Roos Districts and BP 7214 - General Obligation Bonds (Information Item)

Rationale:

The Governing Board adopts written policies and administrative regulations to convey its expectations for actions that will be taken by the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to students, staff, parents/guardians and the community. The district regularly reviews and updates its policies utilizing California School Boards Association's (CSBA) policy information services to comply with current law or district circumstances.

Proposed new Board Policy BP 7210 Facilities Financing, and revisions to Board Policies BP 7212 - Mello-Roos District and BP 7214 General Obligation Bonds are presented for first reading. A second reading is scheduled for the March 28, 2019 Board Meeting.

Financial Impact:

None

Attachments:

BP 7210 Facilities Financing (proposed new)
BP 7212 - Mello Roos Districts (current)
BP 7212 - Mello Roos Districts (proposed revision)
BP 7214 - General Obligation Bonds (current)
BP 7214 - General Obligation Bonds (proposed revision)

H.2. Approval to Waive Reading and Rescind Board Policy: BP 7310 - Methods of Financing (Action Item)

Rationale:

The Governing Board adopts written policies and administrative regulations to convey its expectations for actions that will be taken by the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to students, staff, parents/guardians and the community. The district regularly reviews and updates its policies utilizing California School Boards Association's (CSBA) policy information service to comply with current law or district circumstances.

Board Policy: BP 7310 - Methods of Financing is obsolete and no longer listed in the California School Boards Association's sample district policy manual.

Financial Impact:

None

Attachments:

BP 7310 - Methods of Financing (proposed rescission)

H.3. Approval of Facility Use Agreements between Murrieta Valley Unified School District Sites and Organizations for Fiscal Year 2018/19 (Action Item)

Rationale:

In an effort to help schools with ongoing costs the sites have been entering into Facility Use Agreements with various organizations. The organizations are making donations to specific school departments in lieu of charging facility use fees.

Financial Impact:

Loss of facility rental fees will be made up in donations of various items or cash directly to school groups and programs.

Attachments:

Facility Use Agreements Listing

I. CLOSED SESSION (Optional)

Quick Summary / Abstract:

The Board may reconvene into Closed Session to discuss any item not completed during Closed Session held at the beginning of this meeting.

J. ADJOURNMENT

Disability Information:

In compliance with the Americans with Disability Act, persons requiring special assistance to access the Board meeting room, written documents being discussed at the Board meeting or to otherwise participate at Board meetings, please contact the Executive Assistant to the Board at (951) 696-1600 ext. 1002 for assistance. Notification at least 48 hours before the meeting will enable the

district to make reasonable arrangements to ensure accessibility to the meeting and to provide any required accommodations, auxiliary aids or services.

Published: March 8, 2019, 8:29 AM