

January 29, 2020

Jill Lancaster, Director Nutrition Services Murrieta Valley Unified School District 41870 McAlby Court Murrieta, CA 92562

Re: Extension Offer for RFP 041218 Frozen, Refrigerated, and Dry Food Distribution

Gold Star Foods, Inc. is awarded the contract to Riverside County Coop in accordance with your bid mentioned above. The term of that original contract is July 1, 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).

Gold Star Foods respectfully requests a one-year extension effective July 1, 2020 with the following representation:

- 1. <u>Manufacturer price changes</u>. Supporting documentation will be provided upon receiving final 2020-21 pricing from each manufacturer.
- 2. Price Increase of 1.86% based on current C.P.I for Los Angeles-Long Beach-Anaheim Area using the "Special Aggregated Index" category of "All items Less Shelter" under the "All Urban Consumers".

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank VOU

John Cho V.P. of Merchandising and Contracts

Acceptance:

walah

Title

Signature

May 12, 2020

Date

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



January 29, 2020

Jill Lancaster, Director Nutrition Services Murrieta Valley Unified School District 41870 McAlby Court Murrieta, CA 92562

Re: Extension Offer for RFP 041318 Frozen, Fresh, and Processed Produce

Gold Star Foods, Inc. is awarded the contract to Riverside County Coop in accordance with your bid mentioned above. The term of that original contract is July 1, 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).

Gold Star Foods respectfully requests a one-year extension effective July 1, 2020 with the following representation:

- 1. <u>Manufacturer price changes</u>. Supporting documentation will be provided upon receiving final 2020-21 pricing from each manufacturer.
- 2. Price Increase of 1.86% based on current C.P.I for Los Angeles-Long Beach-Anaheim Area using the "Special Aggregated Index" category of "All items Less Shelter" under the "All Urban Consumers".

Wf are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you, John Cho V.P. of Merchandising and Contracts

Acceptance:

walah

Signature

Deputy Superintendent, Business and Operations

Signature

Title

May 12, 2020

Date

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

#### **U.S. BUREAU OF LABOR STATISTICS**

#### Databases, Tables & Calculators by Subject

Change Output Options:

From: 2009 \* To: 2019 ¥ □ include graphs □ include annual averages

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Data extracted on: January 29, 2020 (5:15:46 PM)

#### CPI for All Urban Consumers (CPI-U)

Series Id: CUURS49ASA0L2, CUUSS49ASA0L2

Series Id: CUUSA9ASAUL2,(UUSA9ASAUL2,(UUSA9ASAUL2 Not Seasonally Adjusted Series Title: All items less shelter in tos Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted Area: Los Angeles-Long Beach-Anaheim, CA Item: All items less helte Base Period: 1912-14-100

#### Download: N. xisx

Year Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Annual HALF1 HALF2 **2009** 196.609 197.413 197.286 197.740 199.044 201.143 201.358 202.374 203.480 203.880 202.999 202.664 200.499 198.206 202.793 **201** 203.971 203.802 205.285 205.774 206.399 205.431 205.740 205.834 205.164 206.379 205.234 206.460 205.456 205.450 205.802 2011 209.062 210.664 214.028 215.498 215.467 213.808 212.202 212.976 214.564 214.597 214.215 212.343 213.285 213.088 213.483 **2012** 214.742 215.904 218.816 218.468 218.457 216.740 216.127 218.077 219.094 221.751 218.360 215.928 217.705 217.188 218.223 **2013** 218.522 220.919 221.001 219.482 219.521 219.075 218.592 218.636 218.948 219.128 217.484 217.339 219.054 219.753 218.555 **2014** 218.614 219.973 221.974 221.692 222.926 222.942 222.330 221.841 221.494 220.815 218.208 216.134 220.745 221.353 220.377 2015 214.533 216.374 219.281 218.858 222.010 220.669 222.521 221.135 219.652 219.771 219.247 218.173 219.352 218.621 220.083 **2016** 220.019 219.387 219.558 220.292 221.281 221.134 220.438 219.575 219.676 220.640 218.881 218.445 219.944 220.279 219.609 **2017** 220.314 221.681 222.476 223.272 223.918 223.265 223.563 223.663 224.951 225.188 225.503 225.322 223.591 222.488 224.694 **2018** 227.716 229.387 229.885 230.208 230.818 229.915 230.487 230.417 231.225 233.375 231.868 230.095 230.450 229.655 231.245 **2019 231**,460 **231**,196 **232**,548 **235**,395 **236**,119 **234**,840 **234**,910 **234**,219 **235**,978 **238**,399 **236**,218 **234**,021 **234**,609 **233**,593 **235**,624

Home Subjects Data Tools Publi	cations Economic Releases	5 Students Beta	235.624-231.245=4.379 4.379/235.624= 0.018584 0.018584*100=1.86%
A	INFO	RESOURCES	ABOUT THIS SITE
	What's New	Inspector General (OIG)	<u>Sitemap</u>
	EAQs	Budget and Performance	Freedom of Information Act
	A-Z Glossary	No Fear Act	Privacy & Security Statement
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More Formatting Options

Calculations:

1/1

#### Motion

Passed with a motion by Kris Thomasian and a second by Paul Diffley.

#### Vote: Yes Kenneth Dickson. Yes Paul Diffley. Yes Linda Lunn. Absent Oscar Rivas. Yes Kris Thomasian.

#### Attachments:

2019/20 Second Interim Report Second Interim Presentation

G.4. Approval to Award a Contract to Challenger Sheet Metal, Inc. in the amount of \$521,000.00 for the Murrieta Mesa High School New Classroom Building, Bid Category No. 4 – Roofing, Sheet Metal (Action Item)

#### Rationale:

On February 13, 2020, the Murrieta Valley Unified School District conducted a public bid opening for the Murrieta Mesa High School New Classroom Building, Bid Category No. 4 – Roofing, Sheet Metal. Staff received seven bids ranging from \$511,875.00 to \$767,324.00. Challenger Sheet Metal, Inc. is the apparent low responsive and responsible bidder (legal counsel has determined the lowest bidder to be non-responsive making the second bidder the apparent low responsive and responsible bidder a contract upon review and approval by the Board of Education and legal counsel.

#### **Financial Impact:**

This contract will be funded using a combination of Community Facility District funds and general obligation bonds.

#### Actions:

**Motion** Passed with a motion by Paul Diffley and a second by Kris Thomasian.

#### Vote:

Yes Kenneth Dickson. Yes Paul Diffley. Yes Linda Lunn. Absent Oscar Rivas. Yes Kris Thomasian.

# G.5. Approval to Award a Contract to MMJ Construction, Inc. in the amount of \$1,076,941.00 for heating, ventilation and air conditioning units at various school sites (Action Item)

#### **Rationale:**

On March 3, 2020, the Murrieta Valley Unified School District conducted a bid opening for upgrades of heating, ventilation and air conditioning units at Antelope Hills Elementary School and Monte Vista Elementary School. Staff received five complete bids ranging from \$1,076,941.00 to \$1,375,000.00. MMJ Construction, Inc. is the apparent low responsive and responsible bidder and will be awarded a contract upon review and approval by the Board of Education and legal counsel.

#### **Financial Impact:**

This contract will be funded using general obligation bonds.

#### Actions:

 Motion
 Vote

 Passed with a motion by Kris Thomasian and a second by Paul
 Yes I

 Diffley.
 Yes I

#### Vote: Yes Kenneth Dickson. Yes Paul Diffley. Yes Linda Lunn. Absent Oscar Rivas. Yes Kris Thomasian.

# G.6. Approval to Renew Contracts with Gold Star Foods to provide food items for the 2020/21 School Year (Action Item)

#### **Rationale:**

Gold Star Foods has agreed to rollover RFP#041318/041718-Frozen, Fresh and Processed Produce for the 2020/21 school year with the following condition.

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

2. Price increase of 1.86% based on current C.P.I for Los Angeles-Long Beach-Anaheim Area

Gold Star Foods has agreed to rollover RFP #041218-Frozen, Refrigerated and Dry Food for the 2020/21 school year with the following conditions.

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

2. Price increase of 1.86% based on current C.P.I for Los Angeles-Long Beach-Anaheim Area

Providing quality student meals contributes to learning and student success.

#### **Financial Impact:**

This contract is being funded with cafeteria funds A

Actions: Motion	Vote:
Passed with a motion by Kenneth Dickson and a second by Kris	Yes Kenneth Dickson.
Thomasian.	Yes Paul Diffley.
	<b>Yes</b> Linda Lunn.
	Absent Oscar Rivas.
	<b>Yes</b> Kris Thomasian.
Attachmenter	

#### Attachments:

Renewal Letter 2020-2021

G.7. Review of Investment Report for the guarter ended December 31, 2019 (Information Item)

#### **Rationale:**

For information purposes, it is not the Murrieta Valley Unified School Districts 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 Deputy Superintendent 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.
- 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 Board Policy 3430 - Investing. 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 December 2019

G.8. Review of Associated Student Body Financial Reports for the guarter ended December 31, 2019 (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 guarter ending December 31, 2019 shows combined assets of ASB funds to be \$2,504,748.00.

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 Report Quarter Ending 12-31-19 H. CLOSED SESSION (Optional)



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

> Patrick Kelley Superintendent

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

### 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 ThomasianNay:NoneAbstain:NoneAbsent:None

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

Executed this 24<sup>th</sup> day of May 2018.

hele

Patrick Kelley Secretary to the Board/Superintendent



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

> Patrick Kelley Superintendent

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

### 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 ThomasianNay:NoneAbstain:NoneAbsent:None

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

Executed this 24<sup>th</sup> day of May 2018.

Patrick Kelley Secretary to the Board/Superintendent

Guldstar 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 <u>www.murrietaschoolnutrition.com</u>, 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 iabeled 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. Bor: 4328 Ontano, CA 91761

# Table of Content

- I. General Conditions and Instructions
- II. Terms of Agreement
- Ш. Contract Renewals
- IV. Pricing
- V. Quantities
- VI. Preparation of RFP
- Sanitation Product Quality \*documents required VII.
- VIII. Product Quality
- Product Formulation Requirements IX.
- Χ. Coding
- XI. Pack
- XII. **Product Substitutions**
- XIII. Delivery
- XIV. Product Samples
- XV. Accounting
- XVI. Product Recalls
- XVII. Weighted Factors
- XVIII. Termination
- XIX. **District Inspection**
- XX. Pricing Discrepancy
- XXI. Equal Employment Opportunity
- Public Liability, Indemnification and Property Insurance \*documents required XXII.
- XXIII. Hold-Harmless Clause
- XXIV. Assignment of Contract
- XXV. Fingerprinting
- XXVI. **Buy American Provision**
- Department of Education Child Nutrition Division Forms \*documents required XXVII.
- XXVIII. Clean Air Act
- Assurance of compliance with Civil Rights Law and Americans with Disabilities XXIX. Act
- XXX. **Bid Protest Procedures**
- XXXI. Force Majeure

Vendor Signature Page Vendor Questionnaire Reference Form Reminder for Health Department Report and Food Safety Plan USDA Nondiscrimination Statement Suspension and Debarment Certification Certification Regarding Lobbying Non-Collusion Affidavit GOLD STAR FOODS Iran Contracting Act 3781 East Airport Drive Drug-Free Workplace Certification P.O. Box 4328 Alcoholic Beverage and Tobacco-Free Campus Policy Ontario, CA 91761

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	

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

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
MurrietaValley 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	Tu <del>c</del> sday & 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 <sup>th</sup> 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 <u>not</u> 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\_OLD STAR FOODS

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- 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.
- Award or Rejection of RFPs: The award of the contract, if made by the DISTRICT, will H. 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 <u>GN</u>
  - 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.

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### 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. <u>A copy of the Vendor's Food Safety Plan and Health inspection reports are required</u>. 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	GOLD STAR FOODS
	Required Documents for each Product:	3781 East Airport Drive P.O. Box 4328
	Page 5 of 19	Ontario, CA 91761

- 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.

- 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 entitles) 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 <u>must have</u> an established "net-off invoice" billing system in place to passthru the value of commodities.
- D. The Distributor <u>must have</u> the ability to deliver all processed commodities and/or non/commodity items with a 14 day lead-time.
- E. The Distributor <u>must stock</u> "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.

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

- G. The Distributor <u>must offer</u> 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  $\in$ (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

<u>Appeal:</u> 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.

<u>Appeal Review</u>: 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 of there is a

Page 12 of 19 3781 East Airport Drive P.O. Box 4328 Ontario, CA 91761 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.

<u>Finality</u>: 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:			and
	Print or Type Name	Gigelle at	Manual Signature
		Giselle Norton Contracts Manager Gold Star Facel	_
TITLE:		Gold Star Foods, Inc.	
	GOLD STAR FO		
ADDRESS:	30LD STAR FO	ort Drive	
	P.O. Box 4328	9Ng. Baz GLE	
TELEPHONE:_	ontario, CA 9	1761 DATE	5/8/18
EMAIL: DIde	segoldstarfor	ods. com FAX: 9	09-843 9659
INSPECTION C	OMPANY: SAI	Global	
ADDITIONAL (	20	PLANATIONS:	
17 - 18 - 18 - 18 - 18 - 18 - 18 - 18 -			

# 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
б.	How many refrigerated delivery trucks do you have?
7.	How many refrigerated trucks have lift gates?
8.	What percentage of items in Table 1 able 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?

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

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

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

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

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

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

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





#### 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	$\boxtimes$	or No	
2.	Will you be able to meet the number of deliveries per week?	Yes	$\boxtimes$	or No	

- 3. Will there be a minimum case or dollar value required per stop? If so, what is the minimum number of cases <u>N/A</u> or minimum dollar value? \$1500.00 per delivery site.
- 4.8 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?



Yes, 14 days.

- 6. How many refrigerated delivery trucks do you have? Gold Star's Fleet consists of:
  - 161 Drivers
    - o 138 Class A Drivers
    - o 23 Class B Drivers
  - Trucks and Equipment
    - o 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.



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 ompany been in the food service? 39 years
- 12. Is vendor an approved distributor for USDA Foods?

Yes 🛛 🛛 or No 🗌

13. Does vendor have a "het-off invoice" billing system in place that will display Pass-thru Value of

commodities?

Yes X or No

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



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 🛛	
---------------	--

or No

Please describe and provide example involce 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
- 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 beamlessly 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 commonity 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

Giselle Norton
Firm Title 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
Address7
Contact Name
District Name
District Name
Address
Contact Name
Telephone
District Name
Address
Contact Name
Telephone



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

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



# 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

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# CERTIFICATE OF LIABILITY INSURANCE

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

ACORD	CER	TIF	ICATE OF LIA	BILITY INS	SURANC	E		(MM/DD/YYYY)	
						0/1/2018	<u> </u>	/2018	
CERTIFICATE DOES NOT AFFIRM	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	BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED								
REPRESENTATIVE OR PRODUCER	AND T	HE C	ERTIFICATE HOLDER.		DENTELI		(0), AU	THORIZED	
IMPORTANT: If the certificate hole	er is ar	I ADD	TIONAL INSURED, the	olicv(ies) must h		NAL INSURED provisio	ns or be	bestored	
It SUBROGATION IS WAIVED, sub	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 rig	ts to th	e cert	ificate holder in lieu of se	uch endorsement	s).	,			
PRODUCER Lockton Companies				CONTACT NAME:					
444 W. 47th Street, Suite 90				PHONE (A/C, No. Ext):		FAX (A/C, No			
Kansas City MO 64112-190	•			E-MAIL ADORESS:	· <u>-</u>	1400, 10	i		
(816) 960-9000									
						RDING COVERAGE		NAIC #	
INSURED COLD STUD FOODS INC				INSURER A : Trave				25682	
1379844 GOLD STAR FOODS, INC 3781 EAST AIRPORT DRI	(P					usualty Co of America		25674	
ONTARIO CA 91761	E.					Inderwriters Inc		19917	
ONTARIO CA 91/01				INSURER D : I TAVEI	ers Property	Casualty Insurance Co	2	36161	
				INSURER E :					
				INSURER F :					
			ENUMBER: 1428011	4		<b>REVISION NUMBER:</b>	XX	XXXXX	
THIS IS TO CERTIFY THAT THE POLI	IES OF	INSUF	RANCE LISTED BELOW HAY	VE BEEN ISSUED T	O THE INSUR	ED NAMED ABOVE FOR	THE POL	ICY PERIOD	
INDICATED NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR N	KEQUI	REMĒ TAIN	THE INSURANCE AFFORD	UP ANY CONTRAC	T OR OTHER	DOCUMENT WITH RESPI	ECT TO N	WHICH THIS	
EXCLUSIONS AND CONDITIONS OF SU	CH POL	ICIES	LIMITS SHOWN MAY HAVE	BEEN REDUCED B	Y PAID CLAIMS	U HEIVEIN IS SUBJECT I	IU ALL I	THE TERMS	
LTR TYPE OF INSURANCE	ADD	L SUBR		POLICY EFF		LIM	179		
A X COMMERCIAL GENERAL LIABILITY	Y	N	1		322			00.000	
CLAIMS-MADE X OCCUR	1.	1.14	630-0F-486607-TCT-17	11/1/2017	11/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)		00,000	
COMMS-MADE OCCUR						PREMISES (Ea occurrence)	<u>s 300</u>		
						MED EXP (Any one person)	<u>  s 5,00</u>	00	
						PERSONAL & ADV INJURY	<u>s 1,00</u>	00,000	
GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	<u>s 2,00</u>	00,000	
						PRODUCTS - COMP/OP AGG	\$ 2,00	00.000	
OTHER:							S		
B AUTOMOBILE LIABILITY	N	N	810-0F486607-TIL-17	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1.00	00,000	
X ANY AUTO						BODILY INJURY (Per person)		XXXXX	
X OWNED SCHEDULED					]	BODILY INJURY (Per accident	is vv	VVVVV	
X AUTOS ONLY AUTOS X HIRED NON-OWNED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE	T	XXXXX	
						(Per accident)		XXXXX	
B X UMBRELLA LIAB X OCCUR	N	N	CUB 01: 1000(7 17 11						
		14	CUP-0K422967-17-14 1000030002-06	11/1/2017	11/1/2018	EACH OCCURRENCE		000,000	
	UE			1002011	117172010	AGGREGATE		000,000	
WORKERS COMPENSATION					_		s XX	XXXXX	
B AND EMPLOYERS' LIABILITY	/ N	N	UB-0K38396-2-17	11/1/2017	11/1/2018	X STATUTE OTH-			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NIA	Į.	r H			EL. EACH ACCIDENT	\$ 1,00	00,000	
(Mandatory in NH)					i i	E.L. DISEASE - EA EMPLOYE			
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT			
A LEASED/RENTED EQUIP.	N	N	Y-630-0F486607-TCT-17	11/1/2017	11/1/2018	\$15,033,725		-0,000	
D			660-4307B89A-T1L-17	6/1/2017	6/1/2018				
MOTOR TRUCK CARGO		1				LIMIT \$250,000/DEDUC \$2,500	TIBLE		
DESCRIPTION OF OPERATIONS / LOCATIONS / V	HICLES (	ACORE	101. Additional Remarks Schedul	i may be altached if m	i Ve space is provi	-43			
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSEY	SSUED CI	ERTIFIC	ATES FOR THIS HOLDER, APPLICA	BLE TO THE CARRIERS	LISTED AND THE	POLICY TERMICI RECEPTIVICES		ľ	
THE CERTHOLDER IS AN ADDITIONA TO THE ADDITIONAL INSURED AND C	INSUR	ED W	ITH RESPECT TO THE GEN	VERAL LIABILITY	COVERAGE, V	VHICH IS PRIMARY COV	ERAGE		
SUBROUATION RIGHTS ARE WAIVED	V PAVU	R OF 1	THE CERTHOLDER AS RES	SPECT TO WORKE	IOKT AS REQ RS' COMPENS	ATION AS REQUIRED BY	7		
CONTRACT AND WHERE ALLOWED B	LAW						•		
CERTIFICATE HOLDER				CANCELLATION	4				
14280114									
PERRIS UNION HIGH SCH	001. D		ист	SHOULD ANY OF		ESCRIBED POLICIES BE		ED BEFORE	
155 E. Fourth Street		1011	uci	THE EXPIRATION	DN DATE TH	EREOF, NOTICE WILL	BE DEL	IVERED IN	
Perris CA 92570				ACCORDANCE V	VITH THE POLIC	Y PROVISIONS,			
				AUTHORIZED REPRES	ENTATIVE				
					11 ,	1 11			
E.					you	M Agnelle			
				© 1	988-2015 AC	ORD CORPORATION.	All righ	its reserved.	

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## **CERTIFICATE OF LIABILITY INSURANCE**

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

7		CE	:K		ICATE OF LIA	RILI	I Y INSU	UKANC	E 6/1/2018 5/2	/2018	
CE	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.										
IM If S	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). RODUCER Lockton Companies										
FROD	lu u u u	444 W. 47th Street, Suite 900				PHONE			FAX (A/C, No):		
		Kansas City MO 64112-1906				E-MAIL	<u>. Ext):</u>		(A/C, No):		
		(816) 960-9000				ADDRES			IDING COVERAGE	NAIC #	
						INSURE			ity Co of CT	25682	
INSUF		GOLD STAR FOODS, INC							sualty Co of America	25674	
1379	844	3/81 EAST AIRPORT DRIVE							Jnderwriters Inc	19917	
		ONTARIO CA 91761				INSURE	RD: Travele	rs Property	Casualty Insurance Co	36161	
						INSURE					
<u> </u>	/60/	AGES CER	TIEK		NUMBER: 1535677		RF:				
		TO CERTIFY THAT THE POLICIES					N ISSUED TO		REVISION NUMBER: XX		
	DICA	TED NOTWITHSTANDING ANY RE TCATE MAY BE ISSUED OR MAY P SIONS AND CONDITIONS OF SUCH I	OUIR	EMEI AIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS	DOCUMENT WITH RESPECT TO	WHICH THIS	
INSR LTR			ADDL		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<u>x</u>	COMMERCIAL GENERAL LIABILITY	Y	N	630-0F486607-TCT-17		11/1/2017	11/1/2018		00,000	
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300		
									MED EXP (Any one person) \$ 5,0		
		LAGGREGATE LIMIT APPLIES PER								00,000	
	·									00,000 00.000	
				-					\$	00,000	
В		MOBILE LIABILITY	Ν	N	810-0F486607-TIL-17		11/1/2017	11/1/2018	COMBINED SINGLE LIMIT \$ 1,0	00,000	
	- A	ANY AUTO							Characterization of the second s	XXXXX	
	<u>X</u>	OWNED AUTOS ONLY HIRED								S XXXXXXX	
	X	AUTOS ONLY AUTOS ONLY			1 1					XXXXX	
										XXXXX	
B C		UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	N	N	CUP-0K422967-17-14 1000030002-06		11/1/2017	11/1/2018		000,000	
		DED RETENTION \$								000.000 XXXXX	
	WOR	KERS COMPENSATION		N	UB-0K38396-2-17		11/1/2017	11/1/2018	X STATUTE	ΔΛΛΛΛΛ	
	ANY F	PROPRIETOR/PARTNER/EXECUTIVE	AL É A		00 000000 011		1005017	Chineona		00,000	
	(Mane	datory in NH)							EL DISEASE - EA EMPLOYEE \$ 1,0	00,000	
		CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1.0	00,000	
AD	LEA	SED/RENTED EQUIP.	Ν	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		
	мо	TOR TRUCK CARGO			000-430780774-112-17		0/1/2017	0/1/2018	LIMIT \$250,000/DEDUCTIBLE \$2,500		
DESC	RIPT	ON OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requir	ed)		
1TO T	ΉEΑ	THOLDER IS AN ADDITIONAL IN ADDITIONAL INSURED AND OTHE	er av	AILA	BLE INSURANCE WILL B	E NON	CONTRIBUT	ORY AS REO	UIRED BY CONTRACT:		
SUB	ROG.	ATION RIGHTS ARE WAIVED IN FA	AVOR	OF 1	THE CERTHOLDER AS RE	SPECT	TO WORKER	S' COMPENS	ATION AS REQUIRED BY		
	11071	CTAND WHERE ALLOWED DT L									
	RTIF	ICATE HOLDER				CANO	ELLATION		·		
		5356772							······································		
	T	EMECULA VALLEY UNIFIE	D SC	СНО	OL DISTRICT				ESCRIBED POLICIES BE CANCEL		
		350 RANCHO VISTA RD. EMECULA CA 92592							EREOF, NOTICE WILL BE DE CY PROVISIONS.	LIVERED IN	
	11	CINECULA CA 92392									
						AUTHO	RIZED REPRESE	INTATIVE			
								Und	M Sall		
									M Agnelle	hte recented	
							91	200-2013 AU	ORD GORFORATION. All TIG	nus reserved.	

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## CERTIFICATE OF LIABILITY INSURANCE

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

	EK		ICATE OF LIAI	RILLI	I Y INS	URANC	E 6/1/2018 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					NAME: PHONE FAX IAC. No. Ext):(A/C, No):				
Kansas City MO 64112-1906					IAIC. No. Ext):(A/C, No): E-MAIL ADDRESS:				
(816) 960-9000					INSURER(S) AFFORDING COVERAGE NAIC #				
					INSURER A : Travelers Indemnity Co of CT 2568				
UNSURED GOLD STAR FOODS, INC					INSURER B : Travelers Property Casualty Co of America 2				
3781 EAST AIRPORT DRIVE								<u>19917</u> 36161	
ONTARIO CA 91761									
· · · · · · · · · · · · · · · · · · ·									
COVERAGES CERTIFICATE NUMBER: 15356831								VVVVV	
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		SÜBR WVD	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	UMITS		
A X COMMERCIAL GENERAL LIABILITY	Y	N	630-0F486607-TCT-17		11/1/2017	11/1/2018	EACH OCCURRENCE S I, DAMAGE TO RENTED	000,000	
CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence) \$ 30	0,000	
							MED EXP (Any one person) 5 5,		
GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO- JECT LOC								000,000	
				i i		5		000,000	
							PRODUCTS - COMP/OP AGG S 2,	000,000	
		N	810-0F486607-TIL-17		11/1/2017	11/1/2018	COMBINED SINGLE LIMIT \$ 1.	000,000	
X ANY AUTO						× .		XXXXXX	
X AUTOS ONLY AUTOS Y HIRED NON-OWNED							BODILY INJURY (Per accident) \$ X	XXXXXX	
X HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE \$ X	XXXXXX	
							s X	XXXXXX	
B X UMBRELLA LIAB X OCCUR C X EXCESS LIAB	N	N	CUP-0K422967-17-14 1000030002-06		11/1/2017	11/1/2018		.000,000	
	4		100000002 00		10000	1111/2010		.000.000	
DED RETENTION S		N					X PER OTH-	XXXXXX	
(Mandatory in NH)			UB-0K38396-2-17	11/1/2017	11/1/2018		000 000		
							EL DISEASE - EA EMPLOYEE \$ [.	000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT S [		
A LEASED/RENTED EQUIP.	N	N	Y-630-0F486607-TCT-17		11/1/2017	11/1/2018	\$15,033,725	0001000	
D MOTOR TRUCK CARGO			660-4307B89A-TIL-17		6/1/2017	6/1/2018	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 CANCELLATION									
PERRIS ELEMENTARY					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE				
143 EAST FIRST STREET PERRIS CA 92570					THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
		AUTHOR							
7						Josh M Agnelle			
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## CERTIFICATE OF LIABILITY INSURANCE

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

C	CI CI	=K		ICATE OF LIA	BILI	ry Insi	JRANC	E 6/1/2018	`	2018
THI	S CERTIFICATE IS ISSUED AS A I	MAT	TER (	OF INFORMATION ONLY	Y AND O	CONFERS N	O RIGHTS	UPON THE CERTIFICA	TE HOI	DEP THIS
CEF	RTIFICATE DOES NOT AFFIRMATI	VEL	r or	NEGATIVELY AMEND.	EXTEN	D OR ALTE	R THE CO	VERAGE AFEORDED	RV THE	DOLICIES
RE	BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
					noliou/la					
IfS	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									
ហេទេ	certificate does not confer rights to	o the	certi	ficate holder in lieu of su	uch end	orsement(s)		require an endorsemai	IL A 50	
PRODU	CER Lockton Companies				CONTAC NAME:	т				
	444 W. 47th Street, Suite 900				PHONE (A/C. No.	Extly		FAX (A/C, No)	P-	
	Kansas City MO 64112-1906 (816) 960-9000				E-MAIL ADDRES	S:			t	
	(810) 300-3000						URER(S) AFFOR	NDING COVERAGE		NAIC #
					INSURE			ity Co of CT		25682
INSURE								sualty Co of America		25674
13798	344 3781 EAST AIRPORT DRIVE							Jnderwriters Inc		19917
	ONTARIO CA 91761							Casualty Insurance Co	5	36161
					INSURER	E:				
					INSURER	1 F :				
	ERAGES CER	TIFIC	ATE	NUMBER: 1535678	0			<b>REVISION NUMBER:</b>	xx	XXXXX
THIS	S IS TO CERTIFY THAT THE POLICIES	OF I	NSUR	ANCE LISTED BELOW HAY	VE BEEN	I ISSUED TO	THE INCLOSE	D NAMED ABOVE FOR		
057	CATED. NOTWITHSTANDING ANY RE	-ER i	AIN. i	THE INSURANCE AFFORD	ED BY T	HE POLICIES		DOCUMENT WITH RESPO		MHICH THIS
	LUSIONS AND CONDITIONS OF SUCH	POLIC	JES.	LIMITS SHOWN MAY HAVE	BEEN R	EDUCED BY F	PAID CLAIMS.		U ALL I	HE LEKINS,
INSR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIM	ITS	·····
A 2	COMMERCIAL GENERAL LIABILITY	Y	N	630-0F486607-TCT-17	1	11/1/2017	11/1/2018	EACH OCCURRENCE		0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300	
								MED EXP (Any one person)	\$ 5,00	
								PERSONAL & ADV INJURY		00,000
	SEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		00,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG		0.000
	OTHER								s	
BA		Ν	N	810-0F486607-TIL-17		11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1.00	0,000
2								BODILY INJURY (Per person)		XXXXX
2								BODILY INJURY (Per accident	1	XXXXX
2	AUTOS ONLY AUTOS ONLY					1		PROPERTY DAMAGE (Per accident)		XXXXX
									s XX	XXXXX
B Z		Ν	N	CUP-0K422967-17-14		11/1/2017	11/1/2018	EACH OCCURRENCE	\$ 25,0	00,000
02	CLAIMS MADE			1000030002-06		11/1/2017	11/1/2018	AGGREGATE	\$ 25,0	00,000
	DED RETENTIONS								s XX	XXXXX
BA	ORKERS COMPENSATION ND EMPLOYERS' LIABILITY Y / N		N	UB-0K38396-2-17	1	11/1/2017	11/1/2018	X STATUTE OTH		
AI	NY PROPRIETOR/PARTNER/EXECUTIVE	N/A			-			E.L. EACH ACCIDENT	\$ 1,00	0,000
1 (8					i.			E.L. DISEASE - EA EMPLOYE	s 1,00	0,000
	yes, describe under ESCRIPTION OF OPERATIONS below					_		E.L. DISEASE - POLICY LIMIT	\$ 1,00	0,000
	EASED/RENTED EQUIP	Ν	Ν	Y-630-0F486607-TCT-17 660-4307B89A-TIL-17		11/1/2017 6/1/2017	11/1/2018	\$15,033,725		
	IOTOD TRUGU & LDGO			000-4307069A-11L-17		0/1/2017	6/1/2018	LIMIT:\$250,000/DEDUC	TIBLE	
<u> </u>	NOTOR TRUCK CARGO							\$2,500		
DESCRI THE C	IPTION OF OPERATIONS / LOCATIONS / VEHICL CERTHOLDER IS AN ADDITIONAL INS	ES (A	CORD	101, Additional Remarks Schedul TH RESPECT TO THE GEN	ie, may be	attached if more	space is require			
	C ADDITIONAL INSURED AND OTHE	K AV	AIL AI	REF INSURANCE WILL BI	F NON.C	ONTRIBUTO		IDED BY CONTRACT:		
20BK	OGATION RIGHTS ARE WAIVED IN FA	<b>VOR</b>	OF T	HE CERTHOLDER AS RES	SPECT T	D WORKERS	'COMPENS	ATION AS REQUIRED BY	t	
conti	NACTAND WHERE ALLOWED BY EA									
	IFICATE HOLDER				CANC	ELLATION				
	15356780									
						LD ANY OF T		ESCRIBED POLICIES BE (	ANCELL	ED BEFORE
	41870 MCALBY CT MURRIETA CA 92562				ACCO	RDANCE WIT	H THE POLIC	REOF, NOTICE WILL	SE DEL	IVERED IN
	MORREIA CA 72302									
					AUTHOR	ZED REPRESEN	TATIVE			
							(/ .	1 11		
							you,	M Agnelle		
						© 198	38-2015 AC	ORD CORPORATION.	All righ	its reserved.

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## CERTIFICATE OF LIABILITY INSURANCE

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

			CI	=R		ICATE OF LIA	BILI	TY INS	URANC	E 6/1/2018		(2010
Т	HIS	CERTIFICATE IS	ISSUED AS A	MAT	TER	OF INFORMATION ONLY				6/1/2018	5/2/	2018
ċ	ERT	IFICATE DOES	NOT AFFIRMAT	VEL	YOR	NEGATIVELY AMEND,	FYTE	ID OR ALT	EP THE CO	UPUN THE CERTIFICA		DER. THIS
	ELL	WW. THIS CERT	IFICATE OF INS	iura	NCE	DOES NOT CONSTITUT	TEAC	ONTRACT	BETWEEN T	HE ISSUING INSURE	DT IME 2(9) Au	
R	EPR	ESENTATIVE OF	R PRODUCER, AI	ND T	HE C	ERTIFICATE HOLDER.						THORIZED
1	IPO	RTANT: If the co	ertificate holder i	is an	ADD	TIONAL INSURED, the r	policy(i	es) must ha		AL INSURED provisio	ne or be	ondorsad
11	201	BROGATION IS V	VAIVED, subject	to tl	he tei	ms and conditions of th	te polic	v. certain p	olicies may i	require an endorsemer	nt A st	atement on
t	nis c	ertificate does no	ot confer rights t	o the	cert	ificate holder in lieu of su	uch enc	lorsement(s	).			
PRC	DUCE	R Lockton Comp					CONTAC NAME:	ст				
		444 W. 47th St					PHONE	P <sup>*</sup> -Ab.	· · · · · · · · · · · · · · · · · · ·	FAX (A/C, No)		
		Kansas City M					E-MAIL ADDRES			(A/C, No)	<u>:</u>	
		(816) 960-9000	0	65			AUDRES				1	
										IDING COVERAGE		NAIC #
INSI	IRED									ity Co of CT		<u>25682</u>
	984	4 GOLD STAR I								sualty Co of America		25674
		JINI EAST AI	RPORT DRIVE							Inderwriters Inc		<u>    19917  </u>
		ONTARIO CA	4 91/01				INSURE	RD: Travele	rs Property (	Casualty Insurance Co	2	36161
							INSURE	RE:				
L							INSURE	RF				
		AGES	CER	TIFIC	CATE	NUMBER: 1535682	8			REVISION NUMBER:	XY	XXXXX
T	HISI	S TO CERTIFY TH	AT THE POLICIES	OF I	INSUF	ANCE LISTED BELOW HAV	VE BEEI	N ISSUED TO	THE INCLOS	D NAMED ABOVE FOR 1		IOV DEDIGO
IF	IDIU	ALED NOTVHINS	I ANDING ANY RE	OUI	KEMEI	NT. TERM OR CONDITION	OF ANY	CONTRACT		MOUMENT MATH DECOR	OT TO 1	AN HOLE THE
- U	CKI	FILATE MAT BE I	SSUED OR MAY	PERT	AIN	THE INSURANCE AFFORDI	ED RY 1	THE POLICIE		D HEREIN IS SUBJECT T	O ALL T	THE TERMS
	T			ADDL	SUBR		DEGNIN					
	1	TYPE OF INSI		1	WVD	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP {MM/DD/YYYY}	LIMI	TS	
A	X		(mm)	Y	N	630-0F486607-TCT-17		11/1/2017	11/1/2018	EACH OCCURRENCE	\$ 1,00	0,000
	i	CLAIMS-MADE	X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	<u>s</u> 300.	,000
										MED EXP (Any one person)	\$ 5.00	)0
	Í									PERSONAL & ADV NJURY	\$ 1,00	000
	GEI	VL AGGREGATE LIMIT	APPLIES PER							GENERAL AGGREGATE	\$ 2,00	
		POLICY PRO-	LOC							PRODUCTS - COMP/OP AGG	í.	
		OTHER.								FRODUCTS - COMPIOP AGG	s 2,00	0,000
В	AUT	TOMOBILE LIABILITY		N	N	810-0F486607-T1L-17		11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident)		
	x	ANY AUTO		14	14	010-01-400001=110-11		10//2017	11/1/2018		\$ 1,00	the second s
			SCHEDULED							BODILY INJURY (Per person)		XXXXX
	X	AUTOS ONLY	SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accident)	S XX	XXXXX
	X	AUTOS ONLY	AUTOS ONLY							PROPERTY DAMAGE (Per accident)	5 XX	XXXXX
											s XX	XXXXX
B	X	UMBRELLA LIAB	X OCCUR	N	N	CUP-0K422967-17-14		11/1/2017	11/1/2018	EACH OCCURRENCE	\$ 25.0	00.000
С	X	EXCESS LIAB	CLAIMS-MADE			1000030002-06		11/1/2017	11/1/2018	AGGREGATE		)00,000
		DED RETENT	ION S				- I				7	XXXXX
В		RKERS COMPENSATIO	N		N		_		0.000	X STATUTE OTH	13 AA	<u> ^^^^                                </u>
U.		PROPRIETOR/PARTNE	DEVECTIVE T/N			UB-0K38396-2-17		11/1/2017	11/1/2018			
	OFF	CER/MEMBER EXCLUD	NED?	N/A						E L. EACH ACCIDENT	<u>\$ 1,00</u>	
	If ve	idatory in NH) 5. describe under								E L. DISEASE - EA EMPLOYEE	<u>s 1,00</u>	0,000
		CRIPTION OF OPERAT								E.L. DISEASE - POLICY LIMIT	\$ 1,00	0.000
A D	LC	ASED/RENTED EQ	2018	N	N	Y-630-0F486607-TCT-17		11/1/2017	11/1/2018	\$15,033,725		
		5.				660-4307B89A-TIL-17		6/1/2017	6/1/2018	LIMIT \$250,000/DEDUC	TIBLE	
		TOR TRUCK CAR								\$2,500	1101.1.	
DES	CRIPT	ION OF OPERATIONS	LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if more	a space is require	d)		
TO	E CE THE	ADDITIONAL INS	ADDITIONAL IN		ED WI	TH RESPECT TO THE GEN BLE INSURANCE WILL BI	ERAL I	LIABILITY C	OVERAGE, W	HICH IS PRIMARY COV	ERAGE	
SUE	ROC	ATION RIGHTS A	RE WAIVED IN F	AVOR	OF 1	HE CERTHOLDER AS RES	E NON-U SPFCT T	OWIKIBUD	URY AS REQU	JIRED BY CONTRACT	,	
CON	ITR/	CT AND WHERE	ALLOWED BY LA	W				O WORKLIG	o comi enar	TION N3 KEQUIKED BI		
	_											
CE	RTIF	ICATE HOLDER	1				CANC	ELLATION				
	1	5356828										
		<b>IENIFEE UNIO</b>	N				SHO	ULD ANY OF 1	THE ABOVE DI	ESCRIBED POLICIES BE C		ED BEFORE
		9775 HAUN RO					THE	EXPIRATION	DATE THE	REOF, NOTICE WILL	BE DEL	IVERED IN
		<b>IENIFEE CA 92</b>					ACCI	DRDANCE WI	TH THE POLIC	Y PROVISIONS.		1
							AUTHOR	IZED REPRESE	NTATIVE			
									11 .	1 11		
									you	M Agnelle		
								© 19	88-2015 AC	ORD CORPORATION.	All righ	its reserved.

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## CERTIFICATE OF LIABILITY INSURANCE

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

2		:К			BILI	I Y INSI	JRANC	E 6/1/2018 5/2	/2018
BELC	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.								
IMPO	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).								
	ER Lockton Companies				CONTAC		<u>.                                    </u>		
	444 W. 47th Street, Suite 900				PHONE	. Extl:		FAX (A/C, No):	
	Kansas City MO 64112-1906 (816) 960-9000				E-MAIL ADDRES	SS:			
	(0.0) /00 /000								NAIC #
INSURED								ity Co of CT	25682
137984								sualty Co of America	25674
	ONTARIO CA 91761							Inderwriters Inc Casualty Insurance Co	<u>19917</u> 36161
					INSURE				
					INSURE	RF:			
				NUMBER: 1535682	1			REVISION NUMBER: XX	XXXXX
	IS TO CERTIFY THAT THE POLICIES ATED NOTWITHSTANDING ANY RE IFICATE MAY BE ISSUED OR MAY I USIONS AND CONDITIONS OF SUCH	QUIF PERT	AIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY	Y	N	630-0F486607-TCT-17		11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300	00,000
								MED EXP (Any one person) \$ 5,0	00
									00,000
GE	N'L AGGREGATE LIMIT APPLIES PER PRO- JECT LOC								00,000
	OTHER:							PRODUCTS - COMP/OP AGG   \$ 2,0	00,000
B AU	TOMOBILE LIABILITY	N	N	810-0F486607-TIL-17		11/1/2017	11/1/2018	COMBINED SINGLE LIMIT 5 1.0	00,000
X	ANY AUTO								XXXXX
X	OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) \$ XX	XXXXX
<u>x</u>	AUTOS ONLY AUTOS ONLY								XXXXX
вх	UMBRELLA LIAB X OCCUR	N	N	CHID 01(1000/2 12 11		11/1/2010	11100000		XXXXX
C X	EXCESS LIAB	N I	ΤN	CUP-0K422967-17-14 1000030002-06		11/1/2017 11/1/2017	11/1/2018 11/1/2018		000,000 000.000
	DED RETENTION \$				į				XXXXX
	RKERS COMPENSATION		Ν	UB-0K38396-2-17		11/1/2017	11/1/2018	X PER OTH-	
OFF	PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT \$ 1,0	00,000
lf ye	is describe under							EL DISEASE - EA EMPLOYEE \$ 1,0	
	SCRIPTION OF OPERATIONS below CASED/RENTED EOUIP.	N	N	Y-630-0F486607-TCT-17		11/1/2017	11/1/2018	EL DISEASE - POLICY LIMIT 5 1,0 \$15,033,725	00,000
D				660-4307B89A-T1L-17		6/1/2017	6/1/2018		
M	DTOR TRUCK CARGO							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.									
C	FICATE HOLDER				CANC	ELLATION			
15356821 LAKE ELSINORE UNIFIED					SHO	ULD ANY OF T		ESCRIBED POLICIES BE CANCELI REOF, NOTICE WILL BE DE	LED BEFORE
	50 BIRCH STREET AKE ELSINORE CA 92530				ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.	
					AUTHOP	UZED REPRESE			
							Ind	M Andl.	
						@ 10	88/2015 00	ORD CORPORATION. All rig	hip room and
	D 25 (2016/03)	T		COPD name and lose as		519 	00-2015 AG	ORD CORFORATION. All fig	ins reserved.

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

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

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

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

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

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

This institution is an equal opportunity provider.

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

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Giselle Norton Contracts Manager Printed Name Gold Star Foods, Inde

Signature

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

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

#### **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 debarrent.

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:

Gold Star Foods, Inc.

Name of School Food Authority

- (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 I Address of School Food Authority:	n Excess of \$100,000:	Agreement Number:
Printed Name and Title of Submitting Official:	Signature	Date;
	OR	
Name of Food Service Management or Food Service Consulting Company: Giselle Norton	GOLD STAR FOO	DS
Printed Name and Title: Contracts Manager	Signature	Dates

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Agreement Number

California Department of Education School Nutrition Programs Unit Child Nutrition and Food Distribution Division April 1998 Approved by OMB #348-0046

#### **DISCLOSURE OF LOBBYING ACTIVITIES**

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

<ul> <li>1.Type of Federal Action:</li> <li>a. Contract</li> <li>b. Grant</li> <li>c. Cooperative Agreement</li> <li>d. Loan</li> <li>e. Loan Guarantee</li> <li>f. Loan Insurance</li> </ul>	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 Report Entity:	ting	• If Reporting Entity in No. 4 is Subawardce, Enter Name and Address of Prime:		
Prime Subawa Tier, if known Congressional District, if known		Congressional District, if known:		
• Federal Department/Agency:		• Federal Program Name/Description: CFDA Number, if applicable:		
• Federal Action Number, if kno	WO:	• Award Amount, if known: S		
• a. Name and Address of Lobby (if individual, last name, first name)	ing Entity ne 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 (sneck all apply): S actual pla		• Type of Payment (che Retainer One-time fee Commission Contingent fee	eck all that apply):	

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

• Form of Payment (check all that apply): Cash In-kind; specify: Nature Value	Deferred Other; specify:					
<ul> <li>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:</li> <li>(Attack Continuation Sheet(s) SF-LLL-A, if necessary)</li> </ul>						
	15. Continuation Sheet(s) SF-LLL-A attached: Yes No					
16. Information requested through this form is authorized by Thile 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representations of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No: (909.)	Giselle Norton Contracts Manager Pold Star Foods, Inc. 843.960 Date: 5818				
Federal Use Only:		Authorized for local reproduction Standard Form - LLL				

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## 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 filling, 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 afficer or employee of any agency, a Member of Congress, an officer or employee of Congress, ar 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 filling and unterial 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
- 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
- 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 ar subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1" tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under
- 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, isans, and ioan 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; favitation 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/lash 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

(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

- 1]. 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(cs). Check all boxes that apply. If other, specify nature.
- 13. Check the appropriate box(cs). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of
- 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 efficials. Identify the Federal efficial(s) or employre(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, rease reporting 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

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#### NON-COLLUSION AFFIDAVIT

## To be executed by Vendor and submitted with Proposal

 $\bigcirc$ 417 19 RFP#

(Public Contract Code Section 7106)

STATE OF CALIFORNIA

(iselle Noetor) (Name), being first duly sworn, deposes and says that he or she is the or hack Name Aritle) of the tar 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

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

Office

DED STAR FOODS 3731 East Airport Drive RO. Box 4328 aferrio, 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 <u>not</u> 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 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 <u>one</u> 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 <u>not</u> 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 F	
By (Authorized Signature)	Giselle Norton
Printed Name and Title of Person Signing	Gold Star Foods, Inc.
Date Executed Execute	d 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.

East Airport Drive CO. Box 4328 CO. 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:
  - I. 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
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Organization	Giselle Norton Contracts Manager
Name & Title of Authorized Representative	Gold Star Foods, Inc.
- 40-	5/8/18
Signature ()	Date

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

Vendor Name/Financial Institution (Printed)	Federal ID Number (or
GOLD STAR FOODS	n/a) 26:134.0567
By (Authorized Signature)	5/8/18
Printed Name and Title of Person Signing	Date Executed

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	
CONTRACT	OR:	GOLD STAR FOODS
By:	200	

## Advertising Order Confirmation

## The Press Enterprise

<u>Ad Order Number</u>	<u>Customer</u>	<u>Payor Customer</u>	<u>PO Number</u>
0011104803	MURRIETA VALLEY USD	MURRIETA VALLEY USD	
<u>Sales Representative</u>	<u>Customer Account</u>	<u>Payor Account</u>	<u>Ordered By</u>
Nick Eller	5209167	5209167	Jill Lancaster
<u>Order Taker</u> Nick Eller	<u>Customer Address</u> 41870 MCALBY CT MURRIETA, CA 92562	<u>Payor Address</u> 41870 MCALBY CT MURRIETA, CA 92562	<u>Customer Fax</u>
<u>Order Source</u>	<u>Customer Phone</u>	<u>Ραγοr Phone</u>	Customer EMail
Select Source	951-696-1600	951-696-1600	
<u>Current Queue</u> Ready	Invoice Text RFP#041218		
Tear SheetsAffiday00	vits Blind Box Materials	Promo Type	Special Pricing

## Advertising Order Confirmation

## The Press Enterprise

Order Charge			Net Amount	Tax Amount	Total Amount		Payment Amount	Amount Du
E Riverside:Full Run		Legals CLS	- <u></u>	eral - 1076~	04/12/18, 04/16/18			2
Product		4/12, 4/16 Requested Placement	t Per	uested Position	Run Dates		# Inserts	
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o pricing may be withd ate set for the opening o	rawn for a period of s f the RFPs.	ixty (60) days after the						
FPs can be delivered bove to Nutrition Servio 1870 McAlby Court, Mu .m. Monday through F pecified above shall be r	rrieta, CA 92562 betw Friday. Any RFPs re	date and time stated Jnified School District, een 8:00 a.m. and 4:00 eceived after the time						
II RFPs must be subm nd delivered in sealed of ress, and telephone num	itted on the forms fu envelopes labeled clea ber of the company su	rnished by the district rly with the name, ad- bmitting the RFP.						
ww.murriefaschoolnufr ft corner of the homepa	ge.	in access documents at bids tab on the lower						
lace of RFP Receipt:	Murrieta Valley Unit Nutrition Services 41870 McAlby Court Murrieta, CA 92562							
FP Deadline:	10:00 a.m. on April 3							
emecula Valley Unifiec ake Elsinore Unified Sc lenifee Union School Di Jurrieta Valley Unified erris Elementary Schoo erris Union High Schoo	strict School District ol District							
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Please note: If you pay by bank card, your card statement will show the merchant as "SoCal Newspaper Group".



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". <u>Additionally, there are other</u> factors related to cost changes outside of Gold Star's control:

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

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

Thank !

John Cho V.P. of Merchandising and Contracts

Acceptance:

Signature

sistant Superintendent

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

Date



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

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

### 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 ThomasianNay:NoneAbstain:NoneAbsent:None

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

Executed this 11<sup>th</sup> day of April 2019.

all

Patrick Kelley District Superintendent/Bpard 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)
- 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 guarter 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:**

## 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 recission)

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