



**GOLD STAR FOODS**

**Mountain View Whisman School District**  
REQUEST FOR PROPOSAL  
2023-24-03 Paper Supplies

Due: June 20, 2023 @ 10:00 a.m.

**GOLD STAR FOODS BID RESPONSE ENCLOSED**



## **GOLD STAR FOODS**

June 15, 2023

Mountain View Whisman School District  
1400 Montecito Ave  
Mountain View, CA 94043

Gold Star Foods, Inc. (Gold Star) is pleased to present the following offer to Mountain View Whisman School District in response to RFP No. 2023-24-03 Paper Supplies for the 2023-2024 school year. We are submitting the following narrative to provide details and clarifications on the selection criteria listed in the RFP.

### **DELIVERY SPECIFICATIONS**

Gold Star is confident we can meet the service expectations and special conditions listed in this RFP:

- Deliveries will ship from our 200,000 square foot facility in Dixon, California.
- All routes have real-time GPS tracking of all fleet vehicles for on-time deliveries.
- The warehouse is always secured and monitored via an intricate security camera system.

Gold Star currently delivers to Mountain View Whisman twice per week. Upon award of the contract, the dedicated Sales Manager will verify delivery days and windows to develop the final routing schedule. If changes are necessary during the school year, Gold Star will work the district to come up with a mutually agreed upon delivery schedule. Gold Star does not believe that we will need to require a minimum number of cases, pounds, or value for delivery.

### **STATEMENT OF PRICING**

Gold Star is offering a fixed price proposal on all items requested. These fixed prices are guaranteed for the full term of the proposal. The prices are subject to change only in the event of extreme conditions considered to be Acts of God and Force Majeure. Examples would be floods, hurricanes, and freezes, global supply chain changes, and inflationary situations that would affect the normal pricing of products. Any request for a change in price is done with prior communication to the district.

We know this method of pricing is transparent and easy to audit. Fixed-term pricing removes the need for cross-checking invoices and calculating actual sell prices as they are submitted and changing. Our proposal allows the district the benefit of fixed food costs for menu planning. When considering our proposal, the need for additional resources and information (invoices) used to perform price audits and changes are not required.

### **SERVICE RELIABILITY AND PAST PERFORMANCE**

Gold Star Foods has forty-five (45) years of experience and qualifications to perform the scope of work outlined in the RFP. Gold Star is the largest K-12 school-dedicated solutions provider in the nation. Gold Star's qualifications and experience that allow us to complete the RFP's scope of work include:



## GOLD STAR FOODS

- An entire company dedicated to solutions-driven support for K-12 Child Nutrition Programs.
- An extensive K-12 product catalog of 7,700 school-compliant products.
- Dedicated K-12 Account Specialist and Sales Manager for every customer to address day-to-day operations and high-level proactive account management.
- Partnership affiliations with advocacy groups including Good Food Procurement, California Thursday, the Community Alliance with Family Farmers, and School Food Focus.
- Formulation Statements/CN Labels conveniently linked to the online product catalog.

Our responses reflect how Gold Star Food's compelling capabilities uniquely position us to help districts deliver good eating habits and impact children's abilities to reach their full potential. Gold Star is proud to be a current vendor to Mountain View Whisman SD and we are proud of our service levels. During the current school year to date, Gold Star supported the district in the following ways:

- Gold Star Foods shipped 2,650 cases, made 65 deliveries, and averaged 1 delivery per week.

### ORDERING SYSTEMS AND REPORTS

Gold Star has a secure online ordering system that is available and searchable by appropriate District personnel 24 hours a day. Full access to the website provides customers with the ability to place orders via customizable order guides, to view and print reports, to review invoices, and to search for nutritional specifications. Once an order is placed, the district designee will receive an automatic email order confirmation including a list of items and quantities to ensure overall order accuracy. Customized order guides can be created by district or by site.

Full access to the Gold Star online technology platform provides the ability to easily view and print reports in real-time. The following reports and tools are available 24 hours per day and are exportable into Excel, PDF, and XML:

#### **Order Management**

- Open Orders
- Invoice/Credit History
- Payment Status Information
- Order Guide Maintenance

#### **Program Compliance**

- Meal Pattern Contribution
- Product Nutritional's/Product Formulation Statements
- Allergen Information
- Buy American Manufacturer Statements

#### **Forecasting and Proof of Performance**

- District/Site Usage by Vendor
- District/Site Usage by Item
- District/Site Commodity Usage





## GOLD STAR FOODS

### SUSTAINABLE PRODUCT AVAILABILITY

At Gold Star Foods, we exist to simply and sustainably nourish the specialized needs of our customers and communities. Once again, we find ourselves at the forefront of progress with our GROWING FORWARD initiative to secure and support sustainable food options, logistics and product sourcing. The goal of our Growing Forward Sustainability Initiative is to bridge the gap between sustainable farming and school menus by building local farm-to-table partnerships and assisting schools with grants, all with full supply chain transparency. Our plan includes supporting schools with:

- Vendor Sourcing: Good Food Purchasing Program Values, Local Farms
- Vendor Auditing and Scoring
- Data Collection for Schools
- Supply Chain Transparency

**Gold Star Foods Sustainability Vision:** As a foundation to becoming the most-valued and sought after specialized food partner, Gold Star Foods owns sustainability through partnerships with farmers and end users to achieve nutritional sustainability in schools.

*Please find enclosed our Sustainability Flyer.*

### SAFETY RECORDS AND CONTROLS

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

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

*Please find enclosed our HACCP/Food Defense Documents.*

### CONCLUSION

Gold Star Foods understands that nutrition during the school years is crucial for the physical, mental, and psychosocial development of children and adolescents aged 6 to 19 years. Attending classes hungry severely impacts children's and adolescents' abilities to learn, to thrive, and to realize their full potential.

Respectfully,  
John Cho - Vice President of Revenue Management





## Leaders of Tomorrow with the Promise of a Sustainable Future

At Gold Star Foods, we exist to *simply and sustainably nourish the specialized needs of our customers and communities*. Once again, we find ourselves at the forefront of progress with our **GROWING FORWARD** initiative to secure and support sustainable food options, logistics and product sourcing.



## GOLD STAR FOODS' Growing Forward Sustainability Initiative

### OUR MISSION

Gold Star Foods bridges the gap between sustainable farming and school menus by building local farm-to-table partnerships and assisting schools with grants, all with full supply chain transparency.

### OUR PLAN

- Bridging the partnership
- Vendor Sourcing: Good Food Purchasing Program Values, Local Farms
- Vendor Auditing and Scoring
- Data Collection for Schools
- Supply Chain Transparency

### OUR VISION

As a foundation to becoming the most-valued and sought after specialized food partner, Gold Star Foods owns sustainability through partnerships with farmers and end users to achieve nutritional sustainability in schools.

### FARM TO SCHOOL

- Community connection with local farms
- Nutritional local grown meals for students
- Student awareness on food system

### CENTER FOR GOOD FOOD PURCHASING

- Local Economies
- Environmental
- Sustainability
- Valued workforce
- Animal Welfare
- Nutrition



## BRINGING SUSTAINABILITY TO LIFE

It's our goal to assist schools in grant access, supply chain transparency and sourcing sustainable products from a variety of manufacturers, processors, bakeries and produce suppliers. To accomplish this, we've put a few key pieces in motion:

- » Increasing healthy food offerings at school
- » Raising awareness about health and nutrition
- » Getting students to try new fruits & vegetables
- » Teaching students about local agriculture
- » Improving the health curriculum
- » Leveraging our logistics expertise
- » Creating a system increasing access while reducing costs and environmental impact

We look forward to meeting and seeing what we can do for you.

(800) 540-0215

[www.goldstarfoods.com](http://www.goldstarfoods.com)

@goldstarfoods



A GS Foods Group Company



**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

**MVWSD PAPER\_RFP 2023-24-03 SPS**

**Reply to Questions Received Through June 9th, 2023**

**Date:** June 9th, 2023

**To:** All Prospective Respondents

**From:** Main Point of Contact at District

This notice responds to the questions received by MVWSD regarding RFP#**2023-24-03** Paper.

<b>Question 1</b>	Please advise what is the manf. name, item number, and/or specs/measurements, for bid item, "Hinge Plas Clear, Shallow Lunch box"
<b>Answer 1</b>	<ul style="list-style-type: none"><li>- <b>Manufacturers Part Number: #02010.</b></li><li>- <b>Size: 7 1/2" x 4 3/4" x 2 1/4"</b></li><li>- <b>Polar-Pak™ Shallow Lunch Box</b></li></ul>

Gold Star Foods 

**Mountain View Whisman School District**

**Amendment No. 1**

**Posted June 7, 2023**

**Request for Proposal (RFP) #2023-24-03  
Paper**

To: ALL PROSPECTIVE BIDDERS

This is to inform all prospective bidders that the Mountain View Whisman School District is issuing Bid Amendment No. 1 to the RFP, as previously defined.

Each bidder must ensure to submit a signed and completed copy of this Bid Amendment No. 1 along with their bid proposal by the specified bid date and time. Failure to do so may result in the bidder's proposal being deemed non-responsive.

Please be advised that the information contained in this bid amendment supersedes any conflicting information previously provided. Any other information in the original RFP not amended remains unchanged.

If you have any questions, please contact the District for clarification.

1. See Pages 1, 3, 4

**Amended From:**

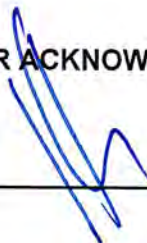
Due date for RFP is June 19th at 10:00 am

**Amended To:**

Due date for RFP is June 20th at 10:00 am

**CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:**

\_\_\_\_\_  
Signature



\_\_\_\_\_  
June 20, 2023  
Date

Gold Star Foods 



John Cho, V.P. of Revenue Management

Print Name and Title

Gold Star Foods

Print Company Name

Sincerely,

**Debbie Austin**

*Child Nutrition Department*

daustin@mvwsd.org

1400 Montecito Ave, Mountain View, CA 94043

## Proposal Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

**Bidder Name:** Gold Star Foods

**This checklist must be submitted with Bidder's Proposal.**

### **REQUIRED DOCUMENTS:**

- Proposal Submission Checklist (Att.1, this form)
- Request for Proposal Signature Page (Att. 2)
- Evaluation Criteria (Att.3)
- Vendor Questionnaire (Att. 4)
- References with 2 References (Att. 5)
- Non Collusion Affidavit (Att. 6)
- Bidder's Statement Regarding Insurance Coverage (Att. 7)
- Worker's Compensation Insurance Certification Form (Att. 8)
- Drug Free Workplace Certification (Att. 9)
- Equal Opportunity Employment (Att. 10)
- Fingerprint Clearance/Criminal Background Investigation (Att. 11)
- Certificate of Independent Price Determination (Att. 12)
- Suspension and Debarment Certification (Att. 14)
- Certification Regarding Lobbying (Att. 15)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 16)
- China Prohibition Certification (Att. 17)
- Statement of Pricing (Include in your proposal) *COVER LETTER*
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- Addenda
- Electronic copy of the bid (thumbdrive)
- Itemized Bid List (Att. 18)

Dear Mountain View Whisman School District Partners,

I hope this email finds you well. We invite you to participate in our Child Nutrition RFP#2023-24-03 Paper. Please see below for additional information. Thank you for your continued support and commitment to our students; we look forward to your participation.

## **INVITATION TO BID**

**June, 2 2023**

### **To: Interested Providers**

The Mountain View Whisman School District ("District") is soliciting proposals for the following:

### **PROJECT:**

#### **Invitation For Bid RFP#2023-24-03**

Paper

### **BACKGROUND:**

The District is located in Santa Clara and has a projected student enrollment for the 2023 - 2024 school year of approximately 4500 students. The District has 3 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. We encourage you to visit our website <https://www.mvwsd.org> for more information about the District.

### **BID INFORMATION:**

For more information about our bid, please visit our website:

<https://www.mvwsd.org/cms/One.aspx?portalId=418858&pageId=23155102>

Gold Star Foods 



**Mountain View Whisman School District  
Request for Proposal (RFP) No. 2023-24-03  
Paper Supplies**

**Mountain View Whisman School District  
Debbie Austin, Director. Child Nutrition Director  
1400 Montecito Avenue  
Mountain View, CA 94043  
daustin@MVWSD.org**

**Issue Date: June 2, 2023**

**RFP Submission Deadline: Friday, June 19, 2023 at 10:00am**

**Mountain View Whisman School District  
Request for Proposal No. 2023-24-03  
Paper Supplies**

**Gold Star Foods** 

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## Schedule of Events

The following schedule will be used by the District for this RFP.

June 2, 2023	RFP Released
June 7, 2023	Deadline to Receive Questions
June 7, 2023	Addenda or Q & A Released
June 19, 2023	RFP Responses Due / Opening
July 18, 2023	Anticipated Contract Award Date
September 1, 2023	Anticipated Start Date

\*\*MVWSD will use every effort to adhere to the schedule. However, MVWSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [https://www.mvwsd.org/district\\_business](https://www.mvwsd.org/district_business)\*\*

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Mountain View Whisman School District  
Child Nutrition Department  
Attention: Debbie Austin  
1400 Montecito Ave.  
Mountain View, CA 94043  
daustin@mvwsd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.



## **Submission Instructions**

Notice is hereby given that the Governing Board of the Mountain View Whisman School District in Mountain View, CA will receive sealed Request for Proposals (RFP) No. 2023-24-03 for the procurement of the following:

### **Paper Supplies**

#### **Provider to Submit Proposal**

**Sealed RFP's** must be received no later than **June 19, 2023, 10:00am.**

(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Proposals received on or before the deadline will be accepted. Proposals that are received after the deadline will not be accepted.

Proposals must be delivered in a **sealed envelope** and identified with the **RFP number**. Emailed or faxed RFP's will not be accepted.

#### **Deliver proposals to the following location:**

Mountain View Whisman School District  
Child Nutrition Department  
Attention: Debbie Austin  
1400 Montecito Ave.  
Mountain View, CA 94043

Companies interested in proposing should request appropriate documents by email at: [daustin@mwwsd.org](mailto:daustin@mwwsd.org) or can access the documents online using the following instructions:

[https://www.mwwsd.org/district\\_business](https://www.mwwsd.org/district_business)

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the address above. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

## **Notice to Bidders**

This solicitation is requesting sealed proposals from qualified vendors in accordance with applicable state and federal laws governing federally funded Child Nutrition Programs. It is the intent of the Mountain View Whisman School District's Student Nutrition Services Department, herein after referred to as the School Food Authority or District (SFA or District), to award a contract to procure specified items listed in this document. Vendors are invited to submit a proposal to provide specified items to the SFA. A vendor who submits a proposal in response to this solicitation will be herein after referred to as "Proposer".

### **General Information about the District**

The Mountain View Whisman School District ("District") is requesting submission of statements of qualifications and proposals ("Proposals") from qualified persons, firms, partnerships corporations, associations or professional organizations ("Bidder(s)") for the provision and delivery of Paper Supplies ("Services") to the District, as further described herein.

The District is located in Santa Clara and has a projected student enrollment for the 2023 - 2024 school year of approximately 4500 students. The District has 3 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District is seeking to:

- Purchase high quality Paper Supplies at the best possible price
- Utilize the expertise of our vendor to provide training information for our department staff on best practices
- Partner with a vendor that will provide excellent customer service.
- Increase the use of sustainable and recyclable materials

## Equal Opportunity Employer / Federal Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. Fax:  
(833) 256-1665 or (202) 690-7442; or
3. email:  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)



## **Proposal Instructions and General Requirements**

**Applicable 'domestic Preference' Provisions** - The domestic product preferences provisions are found in 2 CFR § 200.322 which provides that the district should give preference for the purchase, acquisition, or use of goods, products, or material (e.g., steel and aluminum) produced in the United States (2 CFR 200.322.)

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

It is therefore required that bidders responding to this Request for Proposal indicate whether products offered on this proposal meet the requirements as stated above.

**Bidder Questions Regarding this Request for Proposals** – All questions regarding this RFP are due on or before 6/7/2023, via email to: [daustin@MVWSD.org](mailto:daustin@MVWSD.org) the subject line of "RFP#\_2023-2034-03 Questions". Only questions submitted through this process will be accepted.

**Deadline for Receipt of RFPs** – Proposals shall be delivered to the District, on or before the day and hour set for the opening of the Proposals. Proposals shall be placed in a sealed envelope and submitted to the District via mail to: Procurement Department, 1400 Montecito Avenue Mountain View, CA 94043. Any Proposal received after the scheduled closing time in the RFP shall be unopened. All unsigned Proposals will be rejected. After the Proposals are opened at the designated time, no commitment will be made at that time until all Proposals are evaluated for pricing, specifications and other pertinent information.

**The RFP** – All numbers in the proposal should be stated in figures, and signatures of all individuals must be in long-hand. Unsigned Proposals will not be accepted. FAX copies of Proposals will not be accepted for formal advertised RFPs.

**Responsibility** – Bidders are solely responsible for ensuring their Proposal is received by the District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

**HACCP Plan or Food Security and Safety Program** – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder's Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all

products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

**Drug Free Workplace Certificate** – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

**Pricing-Term of Contract** – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Mountain View Whisman School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated. In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

### **Pricing**

Provide a detailed Statement of Pricing for Products to be provided. Bidder submitting a RFP shall specify product size, case count, price and tie height pallet specifications pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

**Pricing Terms** – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period September 1, 2023 through August 31, 2024. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. Proposers must agree to fix contract prices for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

**Itemized Bid List** – The District’s Itemized Bid List is attached hereto. The “Notes” section should be used to indicate if an item is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price).

**Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods** – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

**All Other Costs or Fees** – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on subconsultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to provide the Products.

**Reservation of Rights:** The SFA expressly reserves the following rights:

1. To reject all proposals for reasonable cause;
2. To reject any part of the proposal not meeting the specifications set forth in the RFP documents
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
4. To negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents.
5. To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP is awarded defaults in executing the formal agreement; and
6. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

### **District Evaluation/Selection Process**

**Basis for Selection** – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Bidders as not responsible and not qualified to provide the products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online at [https://www.mvwsd.org/district\\_business](https://www.mvwsd.org/district_business). The Bidder must perform and do what the Proposal documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc.

A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential.

**The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.**



**Evaluation/Award** – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District’s needs to provide the Products as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Products. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, paper supply products from other vendors throughout the contract if it deems necessary.

**Previous Performance** – Bidders are advised that the District reserves the right to reject a Proposal from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Proposal, thereby disqualifying the Bidder from contract award.

**Terms and Conditions**

**In addition to the following, this RFP is subject to the terms of the Contract attached and included herewith.**

**Acceptance of Proposals** – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the contract period. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding. The District intends to award one to multiple contracts for the Scope of Services, to the Lowest Responsive, Responsible Bidder.

**Alteration of Request for Proposal Text** – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Bidder or Bidder’s agent(s). Recapitulations of the Products proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District’s rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Proposals.

**Anti-discrimination** – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment

of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

**Authorized Distributor** – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

**Proposal Negotiations** – A Proposal response to any specific item of this Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

**California Public Records Act** – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

**Cancellation of Solicitation** – The District may cancel this solicitation at any time.

**Clarification, Corrections or Changes to Specifications** – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

**Competency of Bidders Submitting a Proposal** – A proposal will only be accepted from, or a contract awarded to, a contractor who is licensed in accordance with the law, to whom a proposal form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

**Compliance with OSHA** – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

**Cost of Proposal Preparation** – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Proposal. The District accepts or implies no liability in the cost of preparation.

**Definitions** – Responsible: a bidding party possessing the skill, judgment, qualifications, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a proposal which meets all of the specifications set forth in the RFP.

**District Requirements** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

**Errors and Corrections** – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.

**Examination of Proposal Documents** – Bidders submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Proposal to receive or examine any Proposal document(s), forms, instruments, Addendum or other document there existing shall in no way relieve any Bidder submitting a Proposal from obligations with respect to this RFP or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

**Examination of Locations** – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

**Failure to Comply with Instructions** – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal.

Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the RFP.

Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board's action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.



**FOB Destination Pricing** – All shipments shall be made FOB destination, Mountain View, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the Proposal document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

**Formation of Contract** – Bidder's signed Proposal and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

**Contract Term** - It is the intent to award the contract for an initial one year period with the option to renew it for 2, one-year periods for a possible total contract term of 3 years. The decision to renew the contract will be at the sole discretion of the District and agreed upon by both parties.

**Insurance Requirements** – Successful Bidder shall maintain insurance as specified in the Section titled, "Minimum Insurance/Coverage." Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, "Minimum Insurance/Coverage" and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

**Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a proposal shall specify price, product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the District's Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

**Payment** – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

**Invoices And Payments** – Invoices are to be provided upon delivery of materials or services performed. Upon request, the awarded Bidder shall render invoices in duplicate for materials delivered or services performed under the contract, to the: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, Child Nutrition Services, . Invoices shall be submitted under the same firm name as shown on the Bidder. The awarded Bidder shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative. \*Preferred PAPER PRODUCTS and non-PAPER PRODUCTS billed on separate invoices.

**Post-Award Meeting** – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District's Nutrition Services



Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this RFP and the awarded Contract. The District will approve all materials associated with this RFP.

**Right to Inspect Successful Bidder Facilities** – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the contract may be canceled.

**Substitutions** – All Bidders must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use "as specified" in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed "as equal" product must be attached to the Proposal. Suitability and valuation of "equal" rests in the sole discretion of the District.

**Taxes** – No Proposal shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**Terms of the Offer** – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District.

**Tobacco-Free Environment** – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

**Withdrawal of Proposal** – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Proposals only by written request received by the District's Nutrition Services Department Interim Executive Director (or Executive Director if instated).

**Customer Service** – The District requires that the successful Bidder have a dedicated account manager working with The District on a consistent basis.

**Minimum Insurance/Coverage:**

The Bidder agrees to purchase and maintain through the duration of the contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:



1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Mountain View Whisman School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Mountain View Whisman School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."
3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request



7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Contract Term:** The initial awarded contract period shall be September 1, 2023 to August 31, 2024. This awarded contract may be renewed for up to two (2) additional one-year terms by mutual agreement of the SFA and Selected Vendor after the SFA has conducted an annual Vendor Performance and Evaluation.

Initial Year:	September 1, 2023 to August 31, 2024
Option Year 1:	September 1, 2024 to August 31, 2025
Option Year 2:	September 1, 2025 to August 31, 2026

**Discount for Prompt Payment:** Discounts/terms for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the proposal by the Proposer. As an alternative to offering a prompt payment discount in conjunction with the proposal, Proposer may include prompt payment discounts on individual invoices, if awarded the contract.

**Quantity and Quality of Materials and Services:** The Selected Vendor shall furnish and deliver the products/services designated by the contract documents. All materials, supplies or services furnished under the contract shall be in accordance with the District specifications, the District sample, or the sample furnished by the Proposer and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at the vendor's expense. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

**Outside of the Student Nutrition Services Department:** The Selected Vendor is prohibited from selling or providing items to the District schools outside of this agreement without the written consent of the Child Nutrition Services Department. The Child Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and California Department of Education (CDE) guidelines. Vendor shall charge the same price as agreed upon in this RFP.

### Protests

Any Bidder may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for the award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rebecca Westover  
CBO  
[Rwestover@mvwsv.org](mailto:Rwestover@mvwsv.org)

The protest must contain a complete statement of any and all bases for the protest.

The protest must refer to the specific portions of any documents that form the bases for the protest.

The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

## **Product Delivery Specifications And Conditions**

**Packaging:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged packages may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for packaging shall be borne by the vendor.

**Ordering:** The District will place orders online (preferably) and be sent confirmations. The District reserves the right to add, remove or delete product based on school needs.

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


**Delivery:** The District reserves the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Delivery shall not be made so close to service time as to create concern by the school site. Delivery is to be pre-scheduled to coincide with school bell schedule and route flow for best reduction of expenses, mileage, and time. Awarded vendor may be required to make direct deliveries to 2 sites. Deliveries shall be made utilizing proper delivery trucks and equipment. All deliveries shall occur between 6:30am and 11:30 am unless otherwise arranged with the District. Dark drops will not be accepted. If Monday is a scheduled delivery day and Monday is a holiday, deliveries will occur on the Tuesday after the holiday. Refer to the table below for delivery sites, times, and locations.

<b>Delivery Locations</b>				
<b>Location</b>	<b>Address</b>	<b>Delivery Times</b>	<b>Preferred Delivery Days</b>	<b>Number of Deliveries Per Week</b>
Crittenden Middle School	1701 Rock Street, Mountain View, California 94043	6:30 AM and 11:30 AM	Monday, Wednesday	2
Graham Middle School	1175 Castro Street, Mountain View Ca 94040	6:30 AM and 11:30 AM	Monday, Wednesday	2



## Request For Proposal Signature Page - Attachment "2"

TO BE SUBMITTED WITH PROPOSAL

<b>By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.</b>	
<b>Company Name</b>	Gold Star Foods
<b>Signature of Company Official</b>	
<b>Name of Signer</b>	John Cho
<b>Title of Signer</b>	V.P. Revenue Management
<b>Email Address</b>	Bids@goldstarfoods.com
<b>Complete Mailing Address</b>	3781 E. Airport Drive
<b>City, State, Zip</b>	Ontario, CA 91761
<b>Phone Number</b>	909-843-9600
<b>Date</b>	June 20, 2023
<b>Minimum Dollar Amount for Delivery</b>	\$ 750.00
<input type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
<b>Minimum Case Amount for Delivery</b>	
<input checked="" type="checkbox"/>	c

## Award Criteria - Attachment "3"

Mountain View Whisman School District intends to award to the responsible Proposer or multiple Proposers whose proposal is most advantageous to the District's program(s) with price and other factors considered. MVWSD will evaluate qualifying proposals using the following criteria:

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	30
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	20
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	10
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color).  0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Ordering Systems and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. 50% of Max Points: Availability of placing e-mail orders with email order confirmation. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Sustainable Product Availability	100% of Max Points: Products with recycled materials, recycled products are used whenever possible. Compostable products are available. 50% of Max points: Products with recycled materials and recycled products are used whenever possible. Compostable Products are not available. 0 Points: Products with recycled materials, recycled products and compostable products are not available.	Itemized Bid Lists, Questionnaire	15

Safety Records and Controls	<p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety &amp; Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <ul style="list-style-type: none"> <li>- Bidder's staff are properly and regularly trained in current safety procedures,</li> <li>- Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</li> <li>- If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin.</li> <li>- Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.</li> </ul> <p>0 Points: Unable to meet or provide above specified criteria.</p>	<ul style="list-style-type: none"> <li>- HACCP Plan or Food Security and Safety Program</li> <li>- Reference forms</li> <li>- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire</li> </ul>	10
TOTAL POINTS:			100



**Vendor Questionnaire - Attachment "4"**

**TO BE SUBMITTED WITH PROPOSAL**

***Please complete this qualifying criteria questionnaire, use a separate sheet if necessary.***

1. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
2. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
3. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
4. Service Reliability and Past Performance - What is the lead time you require for orders?
5. Service Reliability and Past Performance - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) \_\_Yes\_\_No
6. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
7. Service Reliability and Past Performance - How many years has your company been in the paper supplies business? (required, unscored)
8. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.  
**SEE ATTACHED**
9. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? (unscored)
10. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
11. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
12. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall? (unscored)
13. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
14. Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures.
15. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?  
 Yes  
 No

16. Sustainable Product Availability - Are compostable products available?

- Yes **SEE ATTACHED**  
 No

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

Name of Bidder (Person, Firm, or Corporation): Gold Star Foods

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Date of Signing: June 20, 2023

Print Name & Title of Authorized Representative: John Cho, V.P. of Revenue Management

Phone Number: 909-843-9600

Email: Bids@goldstarfoods.com





**GOLD STAR FOODS**

**Vendor Questionnaire - Attachment "4"**

**Mountain View Whisman School District**

**Child Nutrition Services, Paper Supplies RFP#2023-24-03**

*Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.*

**1. Delivery Specifications - Will you be able to meet the specified delivery timeframe?**

Gold Star Foods, Inc. (Gold Star) can meet the specified delivery timeframe and frequency.

**2. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.**

Our current California delivery fleet consists of 50 bobtail trucks, 4 vans, 92 tractors, and 106 trailers. The year, make, and model of each delivery vehicle is included in a separate attachment. Our bobtails and vans can maintain both frozen and refrigerated temperatures. Our trailers are multi-temp trailers that can handle both frozen and refrigerated temperatures. Our fleet is maintained to meet the highest standards for safety, energy efficiency, and environmental compliance. All aged vehicles are removed from our fleet. Our fleet is routinely maintained by third-party contracted mechanics and undergo preventative maintenance every 90 days including safety inspection, fluid replacement and general upkeep. Our drivers are required to conduct a pre-trip inspection of the entire truck, trailer, and refrigeration requirement before leaving the Gold Star facility. 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 identification and repair (if applicable)

**3. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)**

If the district has a late add-on, they should contact the dedicated K-12 Account Specialist. Late add-ons must be added by 9:00 am the day prior to the delivery. There is no limit to the number of cases that can be added, however, the K-12 Account Specialist must verify that there is adequate inventory available for all add-ons. If the inventory is not enough to meet the late add-on request, the K-12 Specialist will work directly with the district to identify acceptable substitute products.

**4. Service Reliability and Past Performance – What is the lead time you require for orders?**

Gold Star makes every effort to fulfill orders in their entirety. Lead times are uniquely assigned by item and are dependent on the supply chain. Online orders must be placed 2 business days in advance of the

(800) 540-0215

3781 E Airport Drive, Ontario, CA 91761

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## GOLD STAR FOODS

delivery at the latest. Given the fragility of the supply chain as a result of the COVID-19 pandemic and the unique nature of the foods required to meet meal pattern requirements, Gold Star recommends customers place all orders with a minimum of fourteen (14) calendar-day lead time to ensure the highest fill rates. Many factors contribute to product lead time and are tied to fill rates. Some of these factors may be out of the control of the distributor and could include:

- Manufacturer lead-time
- Manufacturer forecasting requirements and production schedules
- Manufacturer geographic location
- Manufacturer pallet minimums
- Global and regional supply chain issues

### 5. Service Reliability and Past Performance - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes No

Yes, Gold Star will have a dedicated account manager working with the District. Providing excellent customer service to our partner districts is an integral component of our service model. Each customer is assigned a dedicated K-12 Account Specialist who can be reached by email or phone. The Account Specialist works directly with school district customers and their sites to communicate all issues and questions regarding orders and deliveries. The K-12 Account Specialist is the main point of contact for the account. They are responsible for managing deliveries, orders, credits and rebills, and day-to-day operations. Each customer is also assigned a dedicated Sales Manager who can be reached by email or phone. The Sales Manager works directly, often in person with school district customers. The Sales Manager is considered the project manager for the account and would work closely with the school district to make recommendations regarding products and service.

**Adriana Martinez** is Mountain View Whisman District's dedicated K-12 Account Specialist. She can be reached at (909) 843-9600. Her email is [AdrianaMartinez@GoldStarFoods.com](mailto:AdrianaMartinez@GoldStarFoods.com).

### 6. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?

Yes, as outlined in the previous question. Adriana Martinez is the assigned K-12 Account Specialist and can be reach by e-mail or phone.

### 7. Service Reliability and Past Performance - How many years has your company been in the paper supplies business? (required, unscored)

Gold Star has been in the paper supplies and food distribution business to K-12 schools for forty-five years.

### 8. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district (s) during the school year within the last 36 months? If so, explain.



## **GOLD STAR FOODS**

No, Gold Star has not resigned or been replaced at the will of a district during the school year within the last 36 months.

### **9. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? (unscored)**

Gold Star takes a proactive approach to minimize shortages and/or substitutions. The dedicated K-12 account specialist is responsible for communicating with the district about all potential product shortages and/or substitutions. We utilize both phone and email communication to ensure that we make contact in a timely manner. Gold Star will not send a substitute without authorization by the district.

### **10. Minimum Delivery Amount - Do you require a minimum number of cases or dollar amount for delivery? Yes No If Yes, please indicate what your minimum is.**

Based on the projected volumes and drop sizes as outlined in the RFP, Gold Star does not believe that we will need to require a minimum number of cases, pounds, or value for delivery. However, during the course of this contract and in partnership with the individual school district, we will work collaboratively with the district where volumes might not meet needed volumes.

### **11. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?**

Gold Star has been serving exclusively K-12 School Nutrition Programs for over 45 years. As the largest K-12 school-dedicated solutions provider in the nation, we partner with nine (9) State Agencies, two (2) private commodity cooperatives and over 4500 school districts to support the service of over 6.6 million meals per day through our fourteen (14) Distribution Centers located in California (2), Oregon, Idaho, Colorado, Louisiana, Texas, Pennsylvania, Missouri (3), Connecticut, South Carolina, and Virginia.

### **12. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall? (unscored)**

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

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





## GOLD STAR FOODS

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

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

Recalls can occur at any stage within the distribution process: receiving, storage, delivery, and even after the product has been received and utilized by our partner school districts. Gold Star collects hold/recall contact information for our partner districts and contacts those team members via email and phone with information pertaining to the recall. Because of the immediate nature of recalls, Gold Star handles this process internally and will not outsource this activity to a 3<sup>rd</sup> party entity.

### **13. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?**

Yes, all aspects of Product Quality Control can be met as described in this agreement.

### **14. Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures.**

Yes, orders can be placed online or by e-mail. Gold Star's online ordering system is more than a portal to place orders, it's a technology solution designed to manage multiple aspects of your foodservice operation, including:

- Order Management
- Financial Management
- USDA Foods Program Management
- Program Compliance
- Data Management

Gold Star has a secure online ordering system that is available and searchable by appropriate District personnel 24 hours a day. Full access to the website provides customers with the ability to:

- Place orders via customizable order guides
- Review open orders and invoices
- Search for product specifications

### **15. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)? Yes No**

No, the majority of Gold Star's business ownership do not identify as women or BIPOC individuals.

### **16. Sustainable Product Availability – Are compostable products available? Yes/No**

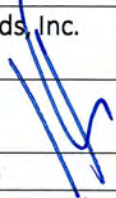
Yes, compostable products are available.





# GOLD STAR FOODS

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

Name of Bidder (Person, Firm, or Corporation):	Gold Star Foods, Inc.
Signature of Bidder's Authorized Representative:	
Date of Signing:	June 15, 2023
Print Name & Title of Authorized Representative:	John Cho, Vice President of Revenue Management
Phone Number:	800-540-0215
Email:	<a href="mailto:johncho@goldstarfoods.com">johncho@goldstarfoods.com</a>

## **References - Attachment "5"**

TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An irresponsible reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

### **Reference #1**

<b>School District</b>	Fresno USD
<b>Contact Person &amp; Title</b>	Amanda Harvey, Director
<b>Telephone Number</b>	559-457-6278
<b>Required Number of Deliveries per Week</b>	Drops per week - 275

### **Reference #2**

<b>School District</b>	Manteca USD
<b>Contact Person &amp; Title</b>	Sandra Amaral, Director
<b>Telephone Number</b>	209-858-0775
<b>Required Number of Deliveries per Week</b>	Drops per week - 7

**Noncollusion Affidavit - Attachment "6"**

PUBLIC CONTRACTS CODE SECTION 7106<sup>(1)</sup><sub>(SEP)</sub>  
TO BE SUBMITTED WITH PROPOSAL

State of California  
County of San Bernardino

Bidder's Name John Cho, being first duly sworn, deposes and says that he or she is Owner of Contractor Name Gold Star Foods the party making the foregoing Proposal that the Proposal 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 Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

June 20, 2023  
(Date)

Ontario  
Signed at (Place)

Gold Star Foods  
Bidder Name  
(Person, Firm, Corp.)

[Signature]  
Authorized Representative

3781 E. Airport Drive  
Address

John Cho  
Representative's Name

Ontario, CA 91761  
City, State, Zip

V.P. Revenue Management  
Representative's Title

**Bidder's Statement Regarding Insurance Coverage Attachment "7"**

TO BE SUBMITTED WITH PROPOSAL

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mountain View Whisman School District as Additional Insured for the work specified.

Gold Star Foods

Name of Bidder (Person, Firm, or Corporation)

  
\_\_\_\_\_  
Signature of Bidder's Authorized Representative

John Cho, V.P. of Revenue Management

Name & Title of Authorized Representative

June 20, 2023

Date of Signing



**Workers' Compensation Insurance Certificate - Attachment "8"**

TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Gold Star Foods  
Name of Bidder (Person, Firm, or Corporation)

  
Signature of Bidder's Authorized Representative

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

June 20, 2023  
Date of Signing

ATTEST:

By   
Signature  
**Amber Alderson**  
**Director - National Bids & Contracts**  
**Gold Star Foods, Inc.**  
Printed Name & Title

**Drug-Free Workplace Certification - Attachment "9"**

TO BE SUBMITTED WITH PROPOSAL

I, John Cho, am the V.P. Revenue Management of  
(Print Name) (Title)

(Bidder Name): Gold Star Foods I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Ontario, CA this day of June 20, 2023  
(City and State) (Date)

  
(Signature)

John Cho  
(Name Handwritten or Typed Name)

**Equal Opportunity Employment - Attachment "10"**

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.


CERTIFICATE

I/We hereby certify that the Gold Star Foods (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: June 20, 2023

Gold Star Foods  
CONTRACTOR

By: John Cho





**Fingerprinting/Criminal Background Investigation Certification -**  
**Attachment "11"**

TO BE SUBMITTED WITH PROPOSAL  
**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as V.P. Revenue Management [insert "owner" or officer title] of Gold Star Foods [insert name of business entity], have read the foregoing and agree that Gold Star Foods [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: June 20, 2023

Name: John Cho

Signature: \_\_\_\_\_

Title: V.P. Revenue Management

## Certificate Of Independent Price Determination - Attachment "12"

### TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

Gold Star Foods		
Name of Bidder		Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
  - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
  - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
  - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

\_\_\_\_\_  
 \_\_\_\_\_

		Title V.P. Revenue Management	Date June 20, 2023
Signature of Bidder's Authorized Representative			

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

		Title	Date
Signature of SFA's Authorized Representative			



## Certification And Disclosure Statements - Attachment "13"

Following is an explanation of the submission requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

**The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:**

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

### ***Suspension and Debarment Certification***

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of \$100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

### ***Certification Regarding Lobbying***

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

**In addition**, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

### **Applicable to Both Certification Statements**

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.



## SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management **or** consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

### Summary

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by the contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of ***Certification Regarding Lobbying***.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at [rvant@cde.ca.gov](mailto:rvant@cde.ca.gov) or Eric Burnette, School Nutrition Programs Specialist, by phone at 916-322-1641 or 800-952-5609 or by e-mail at [eburnette@cde.ca.gov](mailto:eburnette@cde.ca.gov).

## Suspension And Debarment Certification - Attachment "14"

TO BE SUBMITTED WITH PROPOSAL

**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 Proposal 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 THE FOLLOWING PAGE)**

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):

John Cho  
Printed Name

\_\_\_\_\_  
Signature

V.P. Revenue Management  
Title

June 20, 2023  
Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES.**  
**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 \$150,000) is providing the certification set out on the reverse side in accordance with these instructions.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



## Certification Regarding Lobbying - Attachment "15"

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:	Agreement Number:	
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature :	Date:
OR		
Name of Vendor: Gold Star Foods		
Printed Name and Title: John Cho, V.P. of Revenue Management	Signature :	Date: June 20, 2023

## Disclosure Of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

<p><b>1. Type of Federal Action:</b></p> <p>a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application  b. initial award  c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing  b. material change</p> <p><b>For material change only:</b>  Year ___ quarter ___</p> <p>Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>___ Prime ___ Sub awardee  Tier ____, if Known:</p> <p><b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Sub awardee,</b>  Enter Name and Address of  Prime:</p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p> <p style="text-align: center; color: blue; font-size: 2em;">N/A</p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable:  _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>10. b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p><small>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small></p>	<p><b>Signature:</b> </p> <p><b>Print Name:</b> John Cho</p> <p><b>Title:</b> V.P. Revenue Management</p> <p><b>Telephone No.:</b> 909-843-9600</p> <p><b>Date:</b> June 20, 2023</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction  Standard Form - LLL (Rev. 7-97)</p>

## Instructions For Completion Of Sf-LII, Disclosure Of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the Sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," 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 (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11.
  - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



# Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "16"

## TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

**OPTION #1: CERTIFICATION**

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

Vendor Name/Financial Institution (printed) <b>Gold Star Foods</b>	BTRC (or n/a) <b>26-1340567</b>
By (Authorized Signature)	
Print Name and Title of Person Signing <b>John Cho, V.P. of Revenue Management</b>	
Date Executed <b>June 20, 2023</b>	City Approval (Signature) (Print Name) <b>Ontario John Cho</b>

**OPTION #2: EXEMPTION**

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

Vendor Name/Financial Institution (printed)	BTRC (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	
Date Executed	City Approval (Signature) (Print Name)

**China Prohibition Certification - Attachment "17"**

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we Gold Star Foods, certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Mountain View Whisman School District for use in their school meal programs and paid for by federal funds.

John Cho, V.P. of Revenue Management

Printed Name and Title of Person Signing

  
Signature

June 20, 2023

Date

**END OF RFP**

Itemized Bid List - Attachment 16

Vendor Name: Gold Star Foods

Item (I.e. Apples)	Quantity	Preferred Pack/ Size	Unit	Pack/Size Offered	Adjusted Quantity (if applicable)	Show math used for pack size conversion (if applicable)	Description Offered	Recyclable ? Y/N	Made from Recycled Materials	Certified compostable available? Y/N	Origin? USA or Non-USA	Unit Price	Extended Price (Total)	Notes
Bag-Paper Sandwich-Deli 6.5x1x8 White	75	2M	CS									NO BID		
Bakery-Pan Liner 16-3/8 White Pan Liner	15	1M	CS	1000CT			16-3/8 X24 PAN LINERS	N	N	N	USA	\$ 64.24	\$ 963.60	
-Micro 5.75PPMicro Dome Lid	25	12-24oz Bowls 500	CS									NO BID		
Bowl-Micro1 2/16oz-5.75" Black Micro Bowl	25	504	CS									NO BID		
Bag-Foil-Hot Dog-Sandwich	15	1M	CS	1000CT			FOIL PRINTED HOT DOG BAG	N	N	N	USA	\$ 73.78	\$ 1,106.70	
Bag-Plas 10/14-Hi-den Clr	20	1000ct	CT	1/1000CT			10"X14" FREEZER STORAGE BAG	N	N	N	USA	\$ 60.42	\$ 1,208.40	
Cup-Plas-Hard-Parfait 2oz insert	25	1000	CS									NO BID		
Cup-Plas-Hard-Parfait 12-16 oz lids	25	1000	CS									NO BID		
Cup-Plas-Hard Parfait 12oz	25	1000	CS	20/50			CUP PARFAIT 12 OZ	N	N	N	USA	\$ 87.93	\$ 2,198.25	
Cutlery-MW-Poly Mid-Heavy Fork	50	10/100ct	CS									NO BID		
Cutlery-MW-Poly Mid-Heavy Spoon	50	10/100ct	CS	10/100CT			MW WHITE SPOON	N	N	N	USA	\$ 9.75	\$ 487.50	
Film PVC 12"	5	2000FT Roll Sli cutter	EACH	1RL			12"X2000 PVC FOOD FILM	N	N	N	USA	\$ 24.29	\$ 121.45	
Film PVC 18"	5	2000FT Roll	EACH	1RL			18"X2000 PVC FOOD FILM	N	N	N	USA	\$ 36.17	\$ 180.85	
Film PVC Roll PERF 14x14	40	1200CT	CT	1RL			FILM 14"X14" PERFORATED	N	N	N	USA	\$ 38.67	\$ 1,546.80	
Film PVC Roll PERF 10x10	20	1900CT	CT									NO BID		
Foil Almn Roll Std Wct 12"	5	1000FT	CT									NO BID		
Foil Almn Sheet 12x10 pop	10	500ct	CT	6/500CT	1.666666667	C * D / F	12"X10-3/4" POP-UP FOIL	N	N	N	USA	\$ 101.68	\$ 169.47	
Food Wrap Foil Sheets 12X10.75	10	6500	CS									NO BID		
love Nitrile FDSER PF med	40	10/100ct	CS									NO BID		







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2023

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).


<b>PRODUCER</b> Edgewood Partners Ins. Center 350 S. Grand Avenue, Suite 4500 (877) 650-3742 / Lic#0B29370 Los Angeles CA 90071	<b>CONTACT NAME:</b> Pabla Barros	
	<b>PHONE (A/C, No, Ext):</b> (213) 629-8936	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> pabla.barros@epicbrokers.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Starr Indemnity and Liability Company		38318
<b>INSURER B:</b> Navigators Insurance Company		42307
<b>INSURER C:</b> Lexington Insurance Company		19437
<b>INSURER D:</b> Great American Insurance Company		16691
<b>INSURER E:</b>		
<b>INSURER F:</b>		


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 1037108918	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		1000100096221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			1000639298221	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 5,000
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			NY22UMRZ035PVIC 080878048	11/1/2022 11/1/2022	11/1/2023 11/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000003941 1000004409	11/1/2022 11/1/2022	11/1/2023 11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime Coverage			SAAE9228960000	12/1/2022	12/1/2023	Employee Dishonesty \$1,000,000 Loss of Clients Prop \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CERTHOLDER IS ADDITIONAL INSURED ON GENERAL LIABILITY COVERAGE, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

<b>CERTIFICATE HOLDER</b>  Mountain View Whisman School District Debbie Austin, Director. Child Nutrition Director 1400 Montecito Avenue Mountain View CA 94043	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

	<b>GOLD STAR FOODS</b>	<b>SQF 12.6</b> <b>Storage &amp; Transport</b>	<b>DOCUMENT # 12.6.1 –</b> <b>12.6.5</b>
<b>Document Title: Receipt, Storage and Handling of Goods, Cold Storage, Freezing, and Chilling of Goods, Storage of Dry Goods, Storage of Hazardous Chemicals and Toxic Substances Used on Site, Loading, Transport, and Staging Practices</b>		<b>Revision Date:</b>	<b>1/25/2022</b>
<b>Department: ALL Departments</b>		<b>Revision #</b>	<b>6</b>
<b>Prepared By: Jaime Anguiano</b>		<b>Approved By: Pedro Osorio</b>	<b>Page 1 of 7</b>

**Purpose**

The purpose of this policy is to describe the procedures used by Gold Star Foods to properly receive, store and transport ingredients and goods to ensure the food safety and quality of our products.

**Cold Storage, Freezing and Chilling of Foods**

The coolers and freezers used in the facility are monitored for operational performance by:

1. Daily temperature verifications (manual observation of the wall thermometers twice daily)
2. Continuous monitoring by sensors and data loggers of 16 temperature zones within the facility (verified by daily review of the system printouts)
3. Contracted preventative maintenance of the system

Construction of the coolers and freezers are galvanized white metal that can be easily cleaned and inspected

The capacities of the coolers and freezers is sufficient for the quantities of products stored. In the case of mechanical breakdowns, materials would be moved to another cooler/freezer or offsite refrigerated/frozen storage until condition can be remedied. Temperature requirements of the chilled storage areas are as follows:

- Freezers =/<10 degrees F.
- High Risk Coolers (cheese, yogurt, etc. =<41 degrees F.
- Produce/Low Risk Coolers =/>38 degrees F. <50 degrees F Target 45 degrees F.

Condensate lines re installed so that they drain directly into the drainage system.

Coolers and freezers are equipped with temperature monitoring sensors installed in various in the chilled/frozen areas.

Loading and unloading docks are equipped with tight fitting seals to protect the product during loading and unloading.

All materials are received and stored properly to prevent cross-contamination risks.

All materials are received and stored promptly to prevent any unnecessary exposure.


**Storage of Dry Ingredients, Packaging, and Shelf Stable Packaged Goods**

Dry storage areas used for the storage of product ingredients, packaging, and other dry goods are located separately from the sanitation areas where water is utilized for processing and sanitation.

Pallet and storage racking is constructed of painted metal and a perimeter of 18” is maintained around walls and perimeters to enable cleaning of the floors and to prevent harborage for pests or vermin.

Forklifts used inside the storage areas are powered by electricity to prevent fumes that may affect products.



 <b>GOLD STAR FOODS</b>	<b>GOLD STAR FOODS</b>	<b>SQF 12.6</b> <b>Storage &amp; Transport</b>	<b>DOCUMENT # 12.6.1 –</b> <b>12.6.5</b>
Document Title: <b>Receipt, Storage and Handling of Goods, Cold Storage, Freezing, and Chilling of Goods, Storage of Dry Goods, Storage of Hazardous Chemicals and Toxic Substances Used on Site, Loading, Transport, and Staging Practices</b>		Revision Date:	<b>1/25/2022</b>
Department: <b>ALL Departments</b>		Revision #	<b>6</b>
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All materials are received and stored properly to prevent cross-contamination risks.  
All materials are received and stored promptly to prevent any unnecessary exposure.

**Storage of Equipment and Containers**

Equipment storage is located in areas away from exposed food ingredients and packaging. All food ingredients and packaging are stored in covered or sealed containers and/or packaging.

**Storage of Hazardous Chemicals and Toxic Substances**

The facility receives, stores and distributes chemicals as part of our school lunch commissary program. Every effort is made to store chemicals away from products/ingredients. We conduct daily inspections to ensure there is no spillage or storage issues that may affect food safety.

Chemicals used in sanitation/maintenance processes are stored in secured sanitation and/or maintenance areas away from packaging, raw materials and finished goods to prevent the potential for food contamination.

All chemicals stored used for daily sanitation are stored in covered containers and in most cases metered to control usage and ensure the proper dilution rates. Access to the chemical storage areas are restricted to sanitation and maintenance personnel trained in the proper storage and use of the chemicals.

Pesticides, rodenticides, fumigants and insecticides are not stored in the facility at all.


Packaging are not stored in areas used to store hazardous chemicals and toxic substances

Hazardous chemical and toxic substance storage facilities are:

- i. Compliant with national and local legislation and designed such that there is no cross-contamination between chemicals;
- ii. Adequately ventilated;
- iii. Identified with appropriate signage indicating the area is a hazardous storage area;
- iv. Secured and locked to restrict access only to those personnel with formal training in the handling and use of hazardous chemicals and toxic substances;
- v. Equipped with SDS manuals identifying the safe handling and hazards associated with the chemicals of hazardous
- vi. Equipped with a detailed and up-to-date inventory of all chemicals contained in the storage area;
- vii. Equipped with PPDs where applicable;
- viii. Equipped with spillage kits and cleaning equipment.

**Alternative Storage and Handling of Goods**

Goods may be stored in areas temporarily if emergency conditions (mechanical failure, facility re-design, etc.) exist in our regular storage areas. Temporary storage may not exceed 5 days to facilitate cleaning and to ensure

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there is no risk to the integrity of those goods. Temporary storage areas must meet the site requirements for processing and/or storage areas.

### **Loading, Transport and Unloading Practices**

The practices applied during loading, transport and unloading of food are outlined below to prevent cross contamination.

#### **Loading**

Distribution and transport is conducted under the supervision of the facility using company-controlled trucks. The procedures for loading of goods is the same for company owned and controlled vehicles as it would be for common carriers.

Vehicles (trucks/vans/containers) used for transporting food is inspected prior to loading for the following:  
Seals/ Locked

1. Trailer door should be seal/Locked tightly and be in good repair.
2. Seal number must match with Bill of Lading.
3. Record Seal number on BOL and Shipping Record.
4. Trucks Empty or Loaded must be secured with a lock to prevent cross contamination.

#### Cleanliness:

1. Trailer should be swept and free of spillage and other debris.
2. Carefully review loads if trailer contains signs of spillage, old product, rodents, and/or insects.

#### Odor:

1. A trailer or shipping container may look clean, but if it has an odor which may be chemical, pesticide, mold, sour, etc., this odor is indicative of an unsanitary condition. The odor could permeate food products.
2. Contact Supervisor if off odors is detected.

#### Physical Appearance:


1. If the trailer or shipping container has holes in it through to the outside, product may have been exposed to road dirt and/or weather. If the holes are in the inner walls only, check for signs of rodent and/or insect activity.
2. Contact Supervisor if trailer holes are detected.

#### Presence of Rodents or Insects:

1. If any evidence is found of rodent or insect activity, the load will be rejected. This includes but is not limited to living organisms, droppings, dead organisms, and fragments or pieces of an insect or rodent check for signs of rodent and /or insect activity.
2. If clean, accept.

#### Mixture of Contents:



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The shipment of food products needs to follow the same guidelines as the storage of food products. Products must be transported under conditions that will not result in cross contamination. Examine the shipping container for the following:

1. Uncontrolled chemicals (all chemicals must be wrapped with security wrap with no signs of leakage or damage)
2. Pesticides
3. Any odor causing freight raw perishable food products
4. Non-food products with a potential to leak or contaminate (batteries, tires, etc.)
5. If any condition exists that could result in the contamination of the food product, contact QA or your supervisor.

#### Loading Practices

Loading practices must minimize unnecessary exposure of product to conditions detrimental to maintaining product and package integrity. Check for the following:

1. All products are sealed/ locked and secured
2. Products are not damaged (broken, punctured, crushed, etc.)
3. Product containers are clean and free from contamination
4. Report any damage immediately

#### **Transport**

Refrigerated units must maintain the food at required temperatures and the unit's temperature settings shall be set, checked and recorded before loading and/or unloading: It is essential to keep refrigerated products cool.

1. Check the temperature of the trailer to ensure that the refrigeration unit is operating properly.
2. Hold the trailer/container if, when upon opening doors, the shipping unit is not cold for refrigerated products of freezing for frozen products, In addition to this, cooled or frozen product must be temperature tested.
3. Check the temperature of the trailer to ensure that the refrigeration unit is operating between 32 and 45F.
4. Record the temperature on the shipping inspection log.

#### **Unloading**

Vehicles (trucks/vans/containers) used for transporting food is inspected for prior to un-loading for the following:


#### Seals/Locked

1. Trailer door should be seal/ locked tightly and be in good repair,
2. Seal number must match with Bill of Lading.
3. Record Seal number on BOL and Shipping Record.

#### Cleanliness:

1. Trailer should be swept and free of spillage and other debris.
2. Carefully review loads if trailer contains signs of spillage, old product, rodents, and/or insects.



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Odor:

1. A trailer or shipping container may look clean, but if it has an odor which may be chemical, pesticide, mold, sour, etc., this odor is indicative of an unsanitary condition. The odor could permeate food products.
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Mixture of Contents:


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4. Non-food products with a potential to leak or contaminate (batteries, tires, etc.)
5. If any condition exists that could result in the contamination of the food product, contact QA or your supervisor.

Unloading Practices

Loading practices must minimize unnecessary exposure of product to conditions detrimental to maintaining product and package integrity. Check for the following:

1. All products are sealed/locked and secured
2. Products are not damaged (broken, punctured, crushed, etc.)
3. Product containers are clean and free from contamination
4. Report any damage immediately

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**Package integrity:**

1. Any damaged packages could be indicative of rodent entry, insect activity, possible tampering, accidental tampering, etc....All of these problems may have resulted in the product being contaminated.
2. Contact Supervisor if package integrity is compromised.

**Physical Inspection:**

1. Product
2. Date
3. Supplier Lot
4. Our assigned Lot
5. Allergens
6. Best by dates

**Load Security:**

1. Trailers should be locked when arriving to facility.
2. Locks should be removed in the presence of receiving personnel.
3. Lack of a lock may indicate an increased potential of food security concerns.

If problems are found during the inspection, the receiver must immediately contact their supervisor with a report on findings. Items be placed on hold or reject for return to the vendor. The supervisor will notify the purchasing manager or warehouse manager.

**Responsibility**

It is the responsibility of the Director of Warehouse to manage the loading and unloading functions. It is the responsibility of the Director of Transportation to manage the transport functions

**Records**

- Receiving Inspection Record
- Shipping Inspection Record



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Storage & Transport

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Approved By: **Pedro Osorio**

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**Revision History**

<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	05/11/14	Pedro Osorio	New
2	08/31/15	Pedro Osorio	Update policy
3	01/11/16	Pedro Osorio	Change in procedure and documentation
4	02/25/16	Wayne Warner	Update to procedure and responsibilities
5	05/06/17	Jaime Anguiano	Updated SOP Format
	03/24/18	Jaime Anguiano	Reviewed – No Changes
	02/20/19	Jaime Anguiano	Reviewed – No Changes
	4/28/20	Mike Lapacka	Reviewed – No Changes
6	3/25/21	Jaime Anguiano	Document Title changed to reflect SQF 9 Update
	1/25/2022	Jaime Anguiano	Reviewed- no changes



	<b>GOLD STAR FOODS</b>	<b>SQF 2.7</b> Food Defense and Food Fraud	<b>DOCUMENT # 2.7.1</b>
Document Title: <b>Food Defense</b>		Revision Date:	<b>01/04/2023</b>
Department: <b>ALL Departments</b>		Revision #	<b>3</b>
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### Purpose


The purpose of this program is to define the methods, responsibility, and criteria for preventing food adulteration caused by a deliberate act of sabotage or terrorist like incident.

### Responsibilities and Methods

#### i. Site Security Team

Gold Star Foods has established a Security Team to assess risks and review current security practices. The Security Team meets annually or whenever a security event occurs. Operational risks are assessed using the U.S. Food and Drug Administration Food Defense Self-Assessment Tool for Food Producers, Processors, and Transporters FDA to determine potential risks on an on-going basis. The security team members and other key notifications are as follows:

<b>NAME</b>	<b>POSITION</b>	<b>CONTACT</b>	<b>RESPONSIBILITIES</b>
Sean C. Leer	CEO	(303) 910-7872	Senior Leader
Les Wong	Chief Operations Officer	(714) 270 - 3057	Senior Leader Backup to CEO
Scott Bower	Operations Consultant Ontario/Dixon	(909) 815 - 5348	Site Coordinator Ontario / Dixon Responsible for overall site security. Backup to Chief Operations Officer
Ben Chapman	Director of Operations Dixon	(209) 607- 0369	Site Coordinator Dixon Responsible for overall site security Backup to Operation Consultant Dixon
Pedro Osorio	Safety/HACCP Director	(323) 496-7280	Responsible for food defense training Ontario.
Jaime Anguiano	Safety / Training Manager	(909) 806 - 9295	Back up to Safety/HACCP Director Ontario.
Octavio Salazar	VP of Operations	(909) 437-9513	Responsible for Overall Site Security Ontario Backup to Operation Consultant Ontario
Ed Taylor	Director of Warehouse	(909) 230 - 8749	Responsible for security of Storage Backup to VP of Operations Ontario
Danny Garcia	Director of Transportation	(562) 301-8451	Responsible for security of Distribution
Delfino Ortiz	Warehouse Manager	(323) 490 - 9295	Backup to Director of Transportation and Warehouse
Karen Rosales	Executive Director of Procurement	(626) 428-9340	Responsible for vendor security verification
Erick Gomez	Safety / Training Manager Dixon	(707) 291-7521	Back up to Safety / Training Manager Dixon
Mike McGee	Warehouse Manager Colorado	(719) 900-1810	Site Coordinator Colorado Responsible for overall site security Backup to Operation Consultant


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Mike Perry	Warehouse Manager Oregon	(971)353 -2264	Site Coordinator Oregon Responsible for overall site security Backup to Operation Consultant
Shane Shaffer	Warehouse Manager Huston	(971)353-2260	Site Coordinator Huston Responsible for overall site security Backup to Operation Consultant
Wendy Miller	Warehouse Manager Pennsylvania	(814) 932-4797	Site Coordinator Pennsylvania Responsible for overall site security Backup to Operation Consultant
Chris Chambers	Warehouse Manager Missouri	(760)486-5264	Site Coordinator Missouri Responsible for overall site security Backup to Operation Consultant
FDA		(866) 300-4374	Notify in case of a food tampering issue

**ii. Facility Access to Employees, Contractors, Visitors and Authorized Personnel**

- a. Access to the facility is restricted to authorized personnel only.
- b. Access to the facility is secured and monitored at all times.
- c. Access to roofs, airflow units, water supply, electrical and refrigeration is limited to authorized personnel.
- d. Employees enter the building through the authorized employee door located at the South side entrance to the building. This door is marked "Employee Entrance Only". They are accessed with pass cards.
- e. Short Term - Leased Employees assigned to work at Gold Star Foods for short periods of time, from one day to one or two weeks will be issued a temporary pass code The code is valid for the duration of their assignment.
- f. Visitors and Contractors enter the building through the front lobby door only from 8:00am-5:00pm.
- g. Visitors and Contractors to the plant are required to read and sign the Visitor Pass GMPs.
- h. Visitors and Contractors will sign in/out on the Daily Visitor's Log.
- i. The Receptionist will call the person being visited, who will arrange to have someone from the department come to the lobby and ESCORT the visitor. (EXCEPTION: Known contractors under written contract with the company who frequently visit the Company will not need to be escorted.
- j. Visitors will wear visitor badges to aid in differentiating visitors from Gold Star Foods employees.
- k. Personal visitors will be issued a visitor pass, and it will be the responsibility of the employee to escort the visitor while within the facility and to follow all rules and regulations with particular attention to restricting access to sensitive areas. Personal visitors to the plant must be approved in advance by Management
- l. Contractors entering after hours are either bonded or screened by a background check.
- m. The entrance to the front lobby and offices is locked between the hours of 5:00pm and 8:00am or whenever the lobby is not being monitored by the receptionist. The receptionist inspects the



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Document Title: <b>Food Defense</b>		Revision Date:	<b>01/04/2023</b>
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entry door in the morning for evidence of unauthorized entry. The receptionist leaving each night secures the front lobby door.

- n. Gold Star Foods is a 24/7 operation. There is appropriate supervision of all staff-including sanitation and maintenance, contract workers, data entry and computer support staff and especially new employees.
- o. Managers are assigned a security level with access to assigned areas only. Keys are assigned and checked out to authorized individuals by the Office Manager.
- p. All spare keys are secured in a lock box controlled by the Office Manager. Building keys cannot be duplicated. All terminated managers with access to the building are required to turn their assigned keys in prior to leaving the building.
- q. Keys and/or key cards are collected prior to the departure of any terminated employees who had access to the facility.
- r. Camera cell phones and recording devices are prohibited unless issued by Gold Star Foods' Management.

**iii. Employees**

Gold Star Foods has developed a standard procedure for screening all potential employees. Prospective employees are screened for the following:

- a. Declared references on their employment application.
- b. I-9 Employee Eligibility Verification
- c. Background checks (fraud, criminal records, etc.)

**iv. Computer Access**

- a. Access to computer process control systems and critical data systems will be limited to those with appropriate clearance.
- b. Program passwords are changed immediately upon termination of any employees who had access to our systems.

**v. Receiving of Goods**

- a. All trucks are required to be locked or sealed if received in full load shipments at time of delivery and receiving personnel must observe the driver unlocking the cargo door.
- b. All ingredients/packaging are inspected for tampering or damages at time of receiving. Entries are made on the Receiving Truck Inspection Form in accordance with our Receiving SOP.


**vi. Storage of Materials**

- a. Products are stored inside the secured production areas. All partially used goods are secured in sealed bags, cases, or cartons.
- b. Warehouse access will be controlled and accessible by authorized personnel only.

**vii. Work In Process**

- a. Partial cases, ingredients and work in process in the fresh produce area are covered and secured when not in use.



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**viii. Finished Goods and Packaging Storage**

- a. Gold Star Foods ensures all products are sealed and covered at all times to prevent product tampering.

**ix. Shipping of Finished Goods**

- a. All trucks are required to be locked or sealed in the case of full load shipments at time of shipping.
- b. Warehouse personnel and shipping representative sign off that the trailer has been secured prior to leaving our facility.
- c. Entries are made on the Shipping Truck Inspection Form in accordance with our Shipping SOP.

**x. Hazardous Chemicals**


- a. Sanitation chemicals used in the sanitation of the facility are locked and accessible only to relevant staff.
- b. All other cleaners/chemicals for distribution are in sealed containers in designated areas away from ingredients and packaging materials.
- c. Maintenance chemicals are locked and located in the maintenance area
- d. General lavatory chemicals, such as soap, are not locked up and available for personnel use.
- e. We do not receive any raw materials/packaging transported with hazardous chemicals.
- f. We do ship and receive chemicals for distribution on trucks carrying paper goods, ingredients and packaging. All trucks delivering our products are company-controlled. We inspect the truck thoroughly for proper segregation, protective coverings and no damaged materials to ensure food safety.
- g. Personnel having access to controlled chemicals are trained in their proper use and storage.

**xi. Equipment**

- a. Equipment will be inspected on a regular basis in accordance with our Preventative Maintenance Program.
- b. All new equipment will be inspected and accepted prior to use.
- c. No unauthorized equipment is allowed in facility.

**xii. Security Training**

- a. All employees are trained in our Food Defense policies and procedures at time of hire and annually thereafter. Training is validated on the Security Training Record in accordance with 2.9.1.
- b. Facility security procedures include but are not limited to emergency evacuations, a familiarity with emergency response in the community-including 24-hour contact of local, state and federal officials, and a maintained floor plan (both on and off site).
- c. All facility staff is trained to be alert for and respond to evidence of tampering with product or equipment, other unusual situations or other security breaches.

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- d. Employees are trained to sight suspicious activity from visitors, contractors and fellow employees of the plant (authorized or not).
- e. All suspicious activity is reported to the Operations Manager.
- f. Every occurrence is reported to a supervisor. If there is a report at any time that points to evidence of tampering, criminal or a terrorist action a 24-hour FDA emergency hotline number is required to be called. This number is 866) 300-4374


### Responsibilities

All employees, managers, and staff of Gold Star Foods are responsible for food defense and the security of the facility.

### Records

Food Security Meeting Notes  
 Visitor Log  
 FDA Bio-Terrorism Registration  
 In-coming and Out-going Truck Inspection Records

<b>Revision History</b>			
<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	12/30/2021	Jaime Anguiano	New
2	12/30/2022	Jaime Anguiano	Updated site security team
3	1/04/2023	Jaime Anguiano	Updated Security Team

	<b>GOLD STAR FOODS</b>	<b>SQF 2.4 Food Safety System</b>	<b>DOCUMENT # 2.4.3</b>
Document Title: <b>Food Safety Plan</b>		Revision Date:	<b>1/15/2022</b>
Department: <b>ALL Departments</b>		Revision #	<b>10</b>
Prepared By; <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	<b>Page 1 of 6</b>

**Introduction to Gold Star Foods Inc.**

**STREET ADDRESS:**

3781 E. Airport Drive  
Ontario, CA 91761

**MAILING ADDRESS:**

P.O. Box 4328  
Ontario, CA 91761

**FEDERAL I.D. NUMBER:**

26-1340567

**TELEPHONE:**

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

**FAX:**

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

**HOURS:**

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

**Company Overview:**

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

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


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

**Food Safety, Product Recall, & Biosecurity:**

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

**Plant Description:**



	<b>GOLD STAR FOODS</b>	<b>SQF 2.4 Food Safety System</b>	<b>DOCUMENT # 2.4.3</b>
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Gold Star Foods facility has 36 loading doors. The construction is primarily concrete tilt-up walls built on a cement slab. Walls and ceilings are constructed of sheet metal with an anodized white sanitary coating. The roof is flat, but with adequate drainage to minimize standing water.

The total plant footprint is 252,310 square feet.

Freezer 83,660 SF

Refrigerated Storage 24,700 SF

Produce Storage 3,600 SF

Dry Grocery Storage 41,800 SF

Bread Operations 12,500 SF

Dry Dock 16,600 SF

Refrigerated Dock 17,400 SF


Engine Room 2,600 SF

Main Office 15,300 SF

Shipping/Receiving Office 3,040 SF

#### **HACCP Leadership Team**

Name	Title	Responsibilities	Qualifications/Experience
Les Wong	Chief Operations Officer	HACCP Team Member (714) 270 - 3057	Over 30 years of Food Operations and Distribution Experience.
Pedro Osorio	Director of Safety/HACCP	HACCP Team Leader SQF Practitioner (323) 496 – 7280	SQF Practitioner trained HACCP certified
Ben Chapman	Director of Operations	HACCP Team Member (209) 607 - 0369	HACCP trained
Octavio Salazar	VP of Operations	HACCP Team Member (909) 437-9513	HACCP Trained
Ed Taylor	Director of Warehouse	HACCP Team Member 909-230-8749	HACCP Trained
Danny Garcia	Director of Transportation	HACCP Team Member 562.301.8541	10 years Food Operations and Distribution experience.
Jaime Anguiano	SQF Practitioner	HACCP Team Member (909) 806 - 9295	HACCP Trained
Richie Cabrera	Inventory Control	HACCP Team Member (909) 268-3091	HACCP Trained
Karen Rosales	Executive Director of Procurement	HACCP Team Member (626) 428-9340	HACCP Trained
Edwin Quinteros	QC Manager Produce	HACCP Team Member (626) 428-9340	HACCP Trained
Mike Lapacka	Safety Training Manager	HACCP Team Member (704) 310 - 2934	HACCP Trained

	<b>GOLD STAR FOODS</b>	<b>SQF 2.4</b> <b>Food Safety System</b>	<b>DOCUMENT # 2.4.3</b>
Document Title: <b>Food Safety Plan</b>		Revision Date: <b>1/15/2022</b>	
Department: <b>ALL Departments</b>		Revision # <b>10</b>	
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b> <span style="float: right;">Page 3 of 6</span>	

## Introduction to HACCP

**Introduction:** Hazard Analysis Critical Control Point, or HACCP, is a system which gives us a proactive common-sense approach to the safety management of our food products. HACCP was originally designed in the early days of the American manned space Program, and was developed by the Pillsbury Company, NASA and the United States Army laboratories, to ensure the Microbiological safety of the astronauts' food.

HACCP (Hazard Analysis Critical Control Points), which is a global standard developed as part of [Codex Alimentarius](#) to improve upon and synchronize international food standards, guidelines, and codes of practice to protect the health of consumers. The HACCP system was launched publicly in 1971 and is designed to identify and control hazards that may occur anywhere in a food processing operation.


The benefits of the HACCP system are as follows:

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

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

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


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

	<b>GOLD STAR FOODS</b>	<b>SQF 2.4</b> <b>Food Safety System</b>	<b>DOCUMENT # 2.4.3</b>
Document Title: <b>Food Safety Plan</b>		Revision Date: <b>1/15/2022</b>	
Department: <b>ALL Departments</b>		Revision # <b>10</b>	
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b> <span style="float: right;">Page 4 of 6</span>	

**Definitions**

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



	<b>GOLD STAR FOODS</b>	<b>SQF 2.4</b> <b>Food Safety System</b>	<b>DOCUMENT # 2.4.3</b>
Document Title: <b>Food Safety Plan</b>		Revision Date: <b>1/15/2022</b>	
Department: <b>ALL Departments</b>		Revision # <b>10</b>	
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**Methodology:**

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

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

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

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




GOLD STAR FOODS

SQF 2.4  
Food Safety System

DOCUMENT # 2.4.3

Document Title: <b>Food Safety Plan</b>	Revision Date:	<b>1/15/2022</b>
Department: <b>ALL Departments</b>	Revision #	<b>10</b>
Prepared By: <b>Jaime Anguiano</b>	Approved By: <b>Pedro Osorio</b>	<b>Page 6 of 6</b>

<b>Revision History</b>			
<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	01/11/16	Pedro Osorio	New
2	02/26/16	Wayne Warner	Update to SQF 7.2 Quality manual
3	03/18/16	Pedro Osorio	Updated HACCP team
4	12/28/16	Pedro Osorio	Removed Marc Jimenez
5	5/1/2017	Pedro Osorio	Added Joe Villarreal, removed Larry Noble
6	3/14/2018	Jaime Anguiano	Added Tim Christoni, removed Joe Villarreal, Added Mike Lapacka removed Erick Osorio
7	1/8/2019	Jaime Anguiano	Added Les Wong and Bob Miles updated plant description
8	1/2/2020	Jaime Anguiano	Updated Document to meet SQF edition 8.1
9	1/16/2021	Jaime Anguiano	Added Alfredo Hernandez, Robert Avery, and Ben Chapman
10	1/15/2022	Jaime Anguiano	Updated team added Danny Garcia Transportation director and ED Taylor WHSE Director

	GOLD STAR FOODS	SQF 12.2 – Site Operation	DOCUMENT # 12.2.4
Document Title: <b>Pest Prevention</b>		Revision Date:	<b>1/15/2022</b>
Department: <b>ALL Departments</b>		Revision #	<b>6</b>
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	<b>Page 1 of 4</b>

### Purpose

The purpose of this plan is to define methods and responsibility for Gold Star Food's integrated pest management system. The goal of the program is to ensure the premises, its surrounds, storage facilities, machinery and equipment is kept free of waste and accumulated debris so as not to attract pests and vermin.

### Scope

The pest and vermin management program are managed as part of the SQF System. Gold Star Foods uses all available means to use effective sanitation to mitigate the presences of pests.


### Targeted Pests

Rodents, Cockroaches, Crickets, Ants, Flying Insects (flies, moths) and Stored Food Pests (Indian Meal Moths, Red Flour & Grain Beetles

### Methods

1. The methods used to prevent pest problems are: (see pest control logbook)
  - a. Rodents – Interior
    - i. catch traps used to intercept rodents as they enter the building
  - b. Rodents- Exterior
    - i. Secured bait stations and multiple catch blocks. Feeding activity will be monitored.
  - c. Flying Insects and Stored Food Pests
    - i. Pheromone traps Number of insects captured will be monitored monthly
  - d. Cockroaches and Crickets
    - i. Baiting, vacuuming liquid residuals, dry non-residual as required
  - e. Ants
    - i. Baits used to eliminate colonies as required
2. The methods used to eliminate pests when found are:
  - a. Rodents – Interior
    - i. Captures will be recorded by device.
    - ii. Increase of inspection during high activity periods.
    - iii. Increase of traps may be required
  - b. Rodents- Exterior
    - i. Feeding activity and captures will be recorded by device.
    - ii. Bait blocks will be used for maintenance.
    - iii. Increase of inspection during high activity periods.
    - iv. Increase of traps may be required
  - c. Flying Insects and Stored Food Pests
    - i. Number of insects captured will be monitored and recorded by device
    - ii. Identify primary source and eliminate it
    - iii. Cleaning breeding sites
    - iv. Spot applications of insecticides if required
  - d. Cockroaches and Crickets
    - i. Insect growth regulators




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- e. Ants
  - v. Liquid residuals and dust for immediate relief
  - vi. Prevent entry into building
- 3. The frequency of inspections is to be checked as follows:
  - a. Rodents – Interior
    - i. Pest Control Service 1 time per week
  - b. Rodents- Exterior
    - i. Pest Control Service- 1 time per week
  - c. Flying Insects and Stored Food Pests
    - i. Pest Control Service - 1 time per week
  - d. Cockroaches
    - i. Pest Control Service – as needed
  - e. Ants
    - i. Pest Control Service – as needed
- 4. Bait stations, traps, and pest control devices are identified on a site map (see Pest Control Log)
- 5. The chemicals used for treatment are identified in the Pest Control Logbooks with their associated Safety Data Sheets (MSDS) and EPA numbers.
- 6. Records of all pest control applications are maintained and recorded in the Pest Control Logbook.
- 7. Using Pest Control Chemicals
  - 1. Pesticides are not stored on the premises.
  - 2. Pesticides are handled and applied by a licensed pest control operator.
  - 3. Pesticides are handled and applied to prevent the potential for the contamination of food and food contact surfaces.
  - 4. Only E.P.A. registered pesticides are used at the facility.
  - 5. All pesticides used at Gold Star Foods facilities are in full compliance with product labeling. Product labeling includes the product label, instructions, training materials, and any other printed material published by the manufacturer concerning the product.

### Training

Staff is made aware of the following through our training program.

- a. Pesticides and bait are not stored on premises
- b. Only Steritech Pest Prevention is authorized to perform pest control treatment
- c. Staff re-positioning displaced traps or devices must wear protective gloves when handling traps/devices
- d. If a trap or pest control device is damaged, notify the Safety/HACCP Manager immediately.
- e. No animals are permitted on-site in foods handling or storage areas.

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### Program Development

Gold Star Foods has designated Steritech Pest Prevention LLC., 1845 W Orangewood Ave, Orange, CA 92868 for assistance in the development, implementation and maintenance of the pest and vermin management

1. Steritech Pest Prevention, LLC is licensed by the California State Department of Agriculture
2. Steritech Pest Prevention, LLC uses only trained and qualified operators who are licensed by the California State Department of Agriculture (see Pest control Logbook for license information)
3. Steritech Pest Prevention LLC. uses only approved chemicals for use in food plants under EPA approval
4. The Pest Management Plan and location map is documented in our Pest Control Logbook.
5. The Pest Control operator reports to the Safety/HACCP Manager when entering the premises and after the completion of inspections or treatments; and
6. Provides a written report of their findings and the inspections and treatments applied.
7. Pest control work will be performed by designated and trained personnel utilizing current and acceptable methods as governed by product labeling, applicable laws and regulations and any Division specifications.

### Disposal of Pest control Chemicals

Steritech Pest Prevention LLC. is responsible for the disposal of unused pest control chemicals and empty containers in accordance with regulatory requirements and ensures that:


1. Empty chemical containers are not reused;
2. Empty containers are labeled, isolated and securely stored while awaiting collection; and
3. Unused and obsolete chemicals are stored under secure conditions while waiting authorized disposal by an approved vendor.
4. Proper storage of waste feed and cleanup of external spills is essential to effective bird control.

### Employee awareness of Bait Control

- Bait station map has been posted (employee break room, Transportation Hallway, and Office Breakroom) to make sure all staff are aware of all rodent stations.
- 61 exterior Stations
- 77 Interior Stations
- 10 Pheromone Traps

### Personnel in contact with bait station

- If a trap or pest control device is damaged, notify the Safety/HACCP Manager immediately.
- Do not touch or open any bait stations.
- Do not touch eyes, face, or other part of the body, until properly washed.
- Identified the chemicals used for treatment in the Pest Control Logbooks with their associated Safety Data Sheets (SDS) and EPA numbers.
- In case of poisoning or chemical exposure, dial 1-800-222-1222 American Association of Poison Control Centers and speak directly to a poison control specialist. If you are experiencing an emergency, please dial 911.

	<b>GOLD STAR FOODS</b>	<b>SQF 12.2 – Site Operation</b>	<b>DOCUMENT # 12.2.4</b>
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### Responsibilities

The Safety/HACCP Manager oversees the pest control program.

<b>Revision History</b>			
<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	08/31/15	Pedro Osorio	New
2	02/22/16	Wayne Warner	Update to procedure and responsibilities
	05/06/17	Jaime Anguiano	Reviewed – No Changes
	03/24/18	Jaime Anguiano	Reviewed – No Changes
3	03/9/19	Jaime Anguiano	Updated to SQF Edition 8 from 12.2.9 to 12.2.10 Also pest Agency name change to Western Pest Prevention from Steritech Pest prevention.
4	4/27/20	Mike Lapacka	Changed Document Title to Pest Prevention
5	6/23/2020	Jaime Anguiano	Outline the methods used to make staff aware of the bait control program and the measures to take when they come into contact with a bait station.
6	3/24/21	Mike Lapacka	Changed from 12.2.10 to 12.2.4. Added “no animals” under the training section.
7	1/15/2022	Jaime Anguiano	Reviewed – no changes



## PRODUCT RECALL PROCEDURES

### ALL E-MAILS PERTAINING TO A RECALL MUST BE SENT TO THE "RECALL" USERGROUP

**"RECALL" usergroup:** Karen Rosales, Sean Leer, Stephanie Ewing, Les Wong, Rani Romero, Jeff Regan  
 Matthew Jensen, Kristy Cariato, Octavio Salazar, Amber Aldersen, Scott Bower  
 Pedro Osorio, Richie Cabrera, Jaime Anguiano, Martin Perez, Dan Moreno, Brianna Jamaica  
 Daniel Torres, Eric Gomez, Pete DiGianBattista, Delfino Ortiz, Ruben Rivera, Ben Chapman  
 Alfredo Hernandez, Yolanda Zamudio, Rudy Sanchez, Jesus Zepeda, Manuel Dominguez, Robert Avery


	Person in Charge	Back-up Person	Step by Step Procedures:	Time to complete step	Description of Action Taken	Update report
<b>Step 1</b>	Karen	Kristy/Gil/Peter	<u>Sends</u> Recall announcement to "Recall" Outlook usergroup with all the details. <u>Sends</u> detailed instructions to Inventory Control Department, including code number, commitment report from South Cal and North Cal	20 Minutes	<b>E-mail MUST be followed by a Phone call to Richie Cabrera and Pedro Osorio</b> to ensure Recall process starts right away. Whse Managers will notify whse employees and Transportation will notify drivers who might have affected product in transit Richie cell # 909-268-3091 Pedro cell #323-496-7280 <b>RICHIE / PEDRO WILL MAKE PHONE CALL TO NORTH CAL TEAM</b>	
<b>Step 2</b>	Richie / Pete / Daniel	James/Johnny/ Martin/ Pheng	1) Places product on "Q.C.HOLD"      2) Conducts internal audit	20 Minutes	Send Audit results to "Recall" Outlook Usergroup	<u>Yes</u>
<b>Step 3</b>	Martin / Daniel	James/ Johnny/ Edwin/ Ivonne/ Pheng	Will segregate and tag product on hand and use Recall Reason Code "99" to take it out from the system	1 -2 hours	If product has already been picked, it will be removed from assembled routes	<u>Yes</u>
<b>Step 4</b>	Rani	Brianne/ Britini	Will notify Customers and send update to "Recall" usergroup	30 minutes	Email sent to customer followed by phone call to ensure customer is aware of the recall	<u>Yes</u>
<b>Step 5</b>	Richie / Daniel / Pete	Martin / Pheng	Once all product has been accounted for and the paperwork is completed, Richie will verify and fillout and sign paperwork (Product Recall Form) and send update to Recall Committee	20 minutes	Segregated product will be staged on Recall Product Area	<u>Yes</u>
<b>Step 6</b>	Rani	Brianne/ Britini	Contact customer and schedule product to be picked up from customer		Amber Greenwell will send updates to Recall Team with Reason Code "99" RA #'s and pickup schedules	<u>Yes</u>
<b>Step 7</b>	Bob Ontario / Jeff Regan Dixon	Transportation Management / Daniel Torres	Make sure all drivers with Recall RA's are notified		<b>Driver must notify Receiver/driver checker that recalled product being returned from Customer is on the truck</b>	No
<b>Step 8</b>	Receiver/Driver checker / jeff	Transportation Managers / Daniel Torres	Must notify Inventory Control of recalled product being returned from customers		Drivers must check-in with Supervisor to inform of product brought back -- Driver Checkers must segregate product - Supervisors must inform Inventory Control of product as it comes back	No
<b>Step 9</b>	Richie / Pete / Daniel	Dainiel / Edwin / Martin	Once all recalled product has been received and segregated, update report must be sent to the Karen, Kristy and Pedro		Inventory Control will validate RA's and number of cases received back from customer and send daily updates to Karen R, Kristy C. and Pedro O.	<u>Yes</u>
<b>Step 10</b>	Karen	Kristy / Gil / Pete	Complete and send final report		Including timeline taken to complete recall process and percentage of product recovered	<u>Yes</u>

Prepared by: Pedro Osorio 01/22/16    Revision: 01/6/2021 \_\_\_\_\_

Verified by: Richie Cabrera \_\_\_\_\_ Date: \_\_\_\_\_ Validated by: Karen Rosales \_\_\_\_\_ Date: \_\_\_\_\_

**Recall Team - Cell Numbers and E-mails**

Name	Phone Numbers	Email	Location
Karen Rosales	626-428-9340	karenv@goldstarfoods.com	Ontario
Richie Cabrera	909-268-3091	richie@goldstarfoods.com	
Pedro Osorio	323-496-7280	pedro@goldstarfoods.com	
Kristy Cariato	951-741-4116	kristy@goldstarfoods.com	
Jaime Anguiano	213-364-8588	Jaimeanguiano@goldstarfoods.com	
Dan Moreno	909-541-3399	danmoreno@goldstarfoods.com	
Martin Perez	323-392-6988	martinp@goldstarfoods.com	
Rani Romero	323-490-9311	rani@goldstarfoods.com	
Octavio Salazar	909-437-9513	octaviosalazar@goldstarfoods.com	
Les Wong	714-270-3057	leswong@goldstarfoods.com	
Scott Bower	909-815-5348	Scottbower@goldstarfoods.com	
Peter Gonzalez	562-746-4344	Peter@goldstarfoods.com	
Gil Sanchez	909-559-5250	gilsanchez@goldstarfoods.com	
Bob Miles	909-496-1950	bobmiles@goldstarfoods.com	
Eric Gomez	707-291-7521	erick@goldstarfoods.com	Dixon
Daniel Torres	707-330-2304	DanielTorres@goldstarfoods.com	
Mike Lapacka	707-310-2934	mikelapacka@goldstarfoods.com	
Michael Weakly	916-825-9456	michaelweakly@goldstarfoods.com	
Ben Chapman	209-607-0369	benchapman@goldstarfoods.com	

	<b>GOLD STAR FOODS</b>	<b>SQF 2.6</b> <b>Product Traceability and Crisis Management</b>	<b>DOCUMENT #2.6.3</b>	
			Document Title: <b>Product Recall and Withdrawal</b>	Revision Date: <b>02/15/2022</b>
Department: <b>ALL Departments</b>		Revision #: <b>9</b>		Page 1 of 6
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>		

**Purpose**


The purpose of this program is to define Senior Management’s responsibilities and methods used to withdraw or recall product.

**Responsibilities and Methods**

**Recall Team and Notification Tree**

Sean C. Leer	CEO	(562) 508-6533	Responsible for Recall Order
Les Wong	Chief Operations Officer	(714) 270 - 3057	Recall Support Backup to CEO
Karen Rosales	VP of Procurement and Logistics	(626) 428-9340	Recall Coordinator Product recall recommendation Compiles recall documentation Backup to CEO
Pedro Osorio	Safety/HACCP Director	(323) 496-7280	Responsible for internal recall notification Notification to SQFI and SAI Global
Mike McGee	Operation Supervisor Colorado	(909) 200 - 0415	Responsible for internal recall notification Notification to SQFI and SAI Global
Ben Chapman	Director of Operations Dixon	(209) 607 - 0369	Responsible for internal recall notification Notification to SQFI and SAI Global
Mike Lapacka	Safety Training Manager Dixon	(707) 310 - 2934	Responsible for internal recall notification Notification to SQFI and SAI Global
Jaime Anguiano	Safety Training Supervisor Ontario	(909) 806 - 9295	Responsible for internal recall notification Notification to SQFI and SAI Global
Rani Romero	VP Customer Service Ontario	(323) 490-9311	Customer notification
Pete DiGiamBattista	IC Manager Ontario	(909) 528 - 4800	Send out audit report to recall committee
Richie Cabrera	IC Supervisor Ontario	(909) 268-3091	Send out audit report to recall committee
Martin Perez	IC Supervisor Ontario	(323)392-6988	Segregation of Materials Place affected products on hold
Daniel Torres	IC Supervisor Dixon	(707) 330 - 2304	Segregation of Materials Place affected products on hold
Octavio Salazar	VP of Operations	(909) 437-9513	Recall support



	GOLD STAR FOODS	<b>SQF 2.6</b> Product Traceability and Crisis Management	DOCUMENT #2.6.3
		Document Title: <b>Product Recall and Withdrawal</b> Department: <b>ALL Departments</b> Prepared By: <b>Jaime Anguiano</b>	Revision Date: <b>02/15/2022</b> Revision #: <b>9</b> Approved By: <b>Pedro Osorio</b> Page 2 of 6

Ed Taylor	Director of Warehouse	(909) 230-8749	Recall support
Danny Garcia	Director of Transportation	(562) 301 -8541	Recall support
<b>Additional Resources</b>			
Wayne H. Warner	253) 576-0867	Food safety advice for recall	
C. Scott Salmon	909) 843-9603	Responsible for providing legal counsel during recall	
FDA	(866) 300-4374	Regulatory notification	
USDA	(888) 674-6854	Regulatory notification	
SQFI (GFSI Compliance Body)	foodcrisis@sqfi.com		
SAI Global (Certifying Body)	foodrecall@saiglobal.com		

### Definitions

**Class I Recall:** A reasonable probability exists that use of or exposure to the product will cause serious adverse health consequences or death.

**Class II Recall:** The use of or exposure to the product may cause temporary or medically reversible adverse health consequences of the probability of serious adverse health consequences is remote.

**Class III Recall:** The use of or exposure to the product is not likely to cause adverse health consequences.

**Market Withdrawal:** A firm's removal or correction of a distributed product when there is a minor violation not subject to legal action by the FDA or FSIS or when the company wishes to retrieve product from distribution

**Stock Recovery:** Employed in recovering product that is still under the manufacturer's direct control (on or its own premises or warehouse) from which the company can assure there will be no distribution.


### RECALLS, WITHDRAWALS, & RECOVERIES

The need for a product withdrawal can originate in four ways: with a regulatory agency, with a consumer complaint, with an announcement from distribution channels or within the company's own systems. There are 4 main components to a product recall or withdrawal

### INQUIRY & COMMUNICATION

A product may be recovered or recalled at any stage in the receiving, storage and distribution processes. Additionally, it may be necessary to recall products from the affected school systems. Generally, a **Product Inquiry** would be initiated if a product does not meet the standards of safety, quality, appearance, or packaging/labeling standard established by the company. The inquiry would be preceded by an internal or external observation or complaint and documented in accordance with our Corrective Action Program and Customer Complaint Program. The Recall Coordinator will call to action the Recall Team (Executive Committee), who will meet to determine the following:

1. The seriousness of the problem
2. The extensiveness of the problem

	<b>GOLD STAR FOODS</b>	<b>SQF 2.6</b> <b>Product Traceability and Crisis Management</b>	<b>DOCUMENT #2.6.3</b>	
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Prepared By: <b>Jaime Anguiano</b>				

3. The effects of the problem on the company and the public

### INVESTIGATION & RECOMMENDATION

The Recall Team will identify the problem and gather facts through interviews and records in order to determine the safety and wholesomeness of the product. Once information has been gathered as to the extent of the product complaint or concern, a decision will be made whether or not to recommend recall or withdrawal of the product. The Recall Team will make a **recommendation** to recall, withdraw, or recover products. Our policy is to always pull and hold a product immediately if we are unsure about the safety or wholesomeness of the product. The information will be forwarded to the CEO for final evaluation.

### PRODUCT RECALL ORDER

Once a final decision to recall the product is made, the CEO will execute the **Product Recall Order**. The Recall Coordinator will determine the locations and products affected by the recall and issue the appropriate communication. (See recall document). The Sales Team will research any affected orders and notify any customers of the recall. The FDA, SQFI and SAI Global (Certifying Body) will be notified of all recalls due to widespread food borne illness.

### RECALL STRATEGY

A Recall Strategy is developed by the Recall Team and addresses the following:

#### Depth

The strategy must specify whether the recall extends to the wholesale level, the retail level or all the way to the consumer level.

#### Publicity

The company will develop a press release and clear it with the FDA / FSIS. Most often, the company issues the news release alerting consumers to the risk.

The FDA / FSIS issues notices or public warnings when there is a serious health hazard. This can be in the form of a press release, letter, telegram, phone call or FDA publication. The company should insist on having input into any such warning statement.

Whenever communication comes in from outside the company and a recall is in process, all communication must be directed to and through the company spokesperson. This may include questions from the news media, customers, etc. The designated company spokesperson is the only individual authorized to release information to the news media and outside sources, other than regulatory agencies in which case Technical Services or the Recall Coordinator may provide information relating to product in question.


#### Contact with Regulatory Agencies

The CEO or Recall Coordinator will contact regulatory agency concerning product recall. Whenever a meeting is scheduled with regulatory agencies, at least two company representatives will be present.

#### Effectiveness Checks

These verify that all consignees at the specified depth have been notified about the recall and have taken appropriate action.



	<b>GOLD STAR FOODS</b>	<b>SQF 2.6</b> <b>Product Traceability and Crisis Management</b>	<b>DOCUMENT #2.6.3</b>	
			Document Title: <b>Product Recall and Withdrawal</b>	Revision Date: <b>02/15/2022</b>
Department: <b>ALL Departments</b>		Revision #: <b>9</b>		Page 4 of 6
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>		

The recall strategy will specify the method(s) of contact. Methods of contact include personal visits, telephone, letters, telegrams or a combination thereof.

The FDA then designates the specific depth level of the recall:

- Level A (All consignees to be contacted)
- Level B (specified percentage of consignees to be contacted)
- Level C (to percent of consignees to be contacted)

### RECALL PROCEDURE

#### Step 1

In a product recall situation, the Gold Star Foods buyer and Recall Coordinator receives notification from the manufacturer. Gold Star Foods must be informed as soon as the vendor/manufacture is aware of a recall situation, form must be submitted if you are in the category. Regardless of the severity of the recall type, Gold Star Foods will treat each situation as a Class 1 recall, which is as a mandatory product withdrawal. The vendor/manufacture is responsible of submitting a "Manufacture Product Recall Form". The appropriate Gold Star Foods buyer will complete the "Manufacture Recall Form" and inform the Recall Coordinator of the recall. The Recall Coordinator (RC) will then oversee the entire recall process.

(See attached Recall Committee Diagram and Recall Committee Contact Form)  
 All correspondence needs to be sent to the following email address: [recall@goldstarfoods.com](mailto:recall@goldstarfoods.com)


Upon receiving a product recall GSF will place all payables ON HOLD until matter is resolved.

#### Step 2

Once the above information is received for a product recall, the Purchasing Department will immediately inform the Recall Coordinator (RC). The RC will implement the following:

- A. Notify Inventory Control, Warehouse Supervisors, and Warehouse Managers to perform a systems and physical inventory check to see if Gold Star Foods has any of the production codes in our inventory stock. Upon confirmation of existing inventory levels, the following procedures will be implemented:
  - a. The RC will notify the Customer Service Supervisor via email. The RC will then send a broadcast e-mail message to all recipients in the Company.
  - b. The RC will notify the Inventory Control Supervisor (ICS) to verify by computer the customers that have ordered the product on recall.
  - c. The RC will inform the Customer Service Manager (CSM) of all customers that have ordered and received product.
  - d. The CSM will notify all customers that ordered and received product and inform them of the recall and relevant information. Customer Service will provide a check list of each customer that has been contacted.
  - e. The appropriate buyer will inactivate the item number for recall product(s) in the computer system. The will **not** allow any orders to be taken for the affected products(s). Product will be isolated and placed on immediate hold at GSF.
  - f. Pick-up schedules will be made for all verified recall products with each customer.
  - g. Any recall product in the warehouse will be physically pulled out of inventory, tagged "Recalled Product", shrink wrapped and put into assigned product recall section.
  - h. The Transportation Department will be notified of the recall, and will be instructed on all scheduled pick-ups that must occur.



 <b>GOLD STAR FOODS</b>	<b>SQF 2.6</b> <b>Product Traceability and Crisis Management</b>	<b>DOCUMENT #2.6.3</b>	
		Document Title: <b>Product Recall and Withdrawal</b>	Revision Date: <b>02/15/2022</b>
Department: <b>ALL Departments</b>	Approved By: <b>Pedro Osorio</b>	Revision #: <b>9</b>	Page 5 of 6
Prepared By: <b>Jaime Anguiano</b>			

- B. After all recalled product has been retrieved and accounted for; the buyer will contact the Manufacturer for inventory disposition. GSF will store product 14 days maximum. In the event that the product is not retrieved from our facility we will dispose the product and seek full payment.
- C. The Manufacturer will determine if the product is to be disposed of (Certificate of Condemnation) or returned to the packer for credit.

**Step 3**

Once all of the above recall procedures have been completed, all associated documentation should be forwarded to the Recall Coordinator. All recall documentation will include the following information:

- Manufacture Recall Form
- Inventory Control Product Recall Form
- Receiving Recall Return Sheet
- Certificate of Condemnation (Disposal of Inventory) *if applicable*
- Copy of signed Bill of Lading (Ship Inventory Back) *if applicable*

In the event that 100 % of the product is not collected GSF is to:

- Inform the vendor of what schools
- Inform the California Health Department

**Step 4**

In the event that your company has a category that is in current recall situation but is not affected. You must email a formal letter ([recall@goldstarfoods.com](mailto:recall@goldstarfoods.com)) to inform GSF that your product is unaffected. The purpose of this is to advise our customer that they are safe serving product in question. Please submit the letter as soon as you are aware there is a recall situation in your category. We will expect a letter within a few hours of the public notification.

**Step 5**

Gold Star Foods, Inc. has incurred the following expenses in association with the recall:

- A. Product Cost: Customer Invoice Cost per case
- B. Administrative Costs: Flat fee \$350.00
- C. Transportation Costs: \$75 per stop to recover product from customer

**VERIFICATION OF THE SYSTEM**


1. The product withdrawal and recall system is reviewed tested and verified twice annually.
2. Results of the mock recall will be tabulated and communicated to the leadership team.
3. Any gaps or deficiencies are evaluated with corrective actions taken

**RECORDS**

Shipping/Receiving/Storage Records

(See SOP for additional requirements)

Records of all product withdrawals and recalls are maintained in the Strategic Sourcing Manager's office.

	<b>GOLD STAR FOODS</b>	<b>SQF 2.6</b> <b>Product Traceability and Crisis Management</b>	<b>DOCUMENT #2.6.3</b>	
			Document Title: <b>Product Recall and Withdrawal</b>	Revision Date: <b>02/15/2022</b>
Department: <b>ALL Departments</b>		Revision #: <b>9</b>		
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>		
		Page 6 of 6		

<b>Revision History</b>			
<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	08/31/15	Pedro Osorio	New
2	02/22/16	Wayne Warner	Update to procedure and responsibilities
3	05/06/17	Jaime Anguiano	Update Martin Cell # , Removed Wayne Warner From additional Resources.
4	03/16/18	Jaime Anguiano	Added Mike Lapacka and Daniel Torres.
5	1/7/2019	Jaime Anguiano	Added Bob Miles to Transportation Manager.
6	1/8/19	Jaime Anguiano	Added Les Wong to Recall Support and Backup to CEO.
7	4/6/19	Jaime Anguiano	Added Gil Sanchez Director of Purchasing
	04/20/2020	Jaime Anguiano	Reviewed – No Changes
8	03/15/2021	Jaime Anguiano	Updated Recall team
9	2/15/2022	Jaime Anguiano	Updated Recall team

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>GOLD STAR FOODS INC</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> <b>C Corporation</b> <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>3781 EAST AIRPORT DRIVE</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>ONTARIO, CA 91761</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> <td style="width: 25px; height: 25px; border: 1px solid black;"></td> </tr> </table>													-	-	-
<b>or</b>															
<b>Employer identification number</b>															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">2</td> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">6</td> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">-</td> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">1</td> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">3</td> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">4</td> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">0</td> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">5</td> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">6</td> <td style="width: 25px; height: 25px; border: 1px solid black; text-align: center;">7</td> </tr> </table>	2	6	-	1	3	4	0	5	6	7					
2	6	-	1	3	4	0	5	6	7						

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	1/13/2013
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## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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





# GOLD STAR FOODS

Last Name First Name	Home Department Code	DOJ Live Scan Date
Aceves, Cesar	315	02/10/2020
Aceves, Misael	301	07/07/2016
Acosta, Jose	320	05/24/2016
Adan II, Frank Peter	980	08/17/2022
Alarcon Hernandez, Elmer G	320	05/24/2016
Alvarado Bonilla, Cristobal	980	02/13/2023
Alvarez Gonzalez, Jose De Jesus	301	02/04/2021
Andalon, Jose Eliseo	320	05/24/2016
Arellano, Angel	980	03/12/2018
Arreola Canal, Jose J	325	05/24/2016
Arzate, Alfredo Ricardo	325	09/27/2022
Bassi, Gurjiven Singh	980	06/15/2022
Bates, John Harvey	325	08/04/2018
Beltran, Luis Alonso	320	05/21/2016
Berganza, Salvador Antonio	320	05/25/2016
Bounleuang, Danny	301	05/21/2021
Bravatti, Geovanni Raul	320	05/24/2016
Bravo Lopez, Hernaldo Daniel	325	10/20/2022
Bustos, Francisco Antonio	980	06/30/2016
Cabrera, Jesse	325	11/17/2022
Calderon de Leon, Fernando A	980	12/09/2021
Camacho, Alfredo	320	09/28/2022
Campa Venegas, Antonio	980	12/01/2022
Cardenas, Jose Luis	345	03/14/2022
Carmona, Danny	345	07/14/2022
Carreon Luisjuan, Bernabe	320	06/02/2016
Carrillo, Ramiro Cano	980	08/02/2021
Carter, Benjamin Deandre	325	07/26/2022
Cervantes, Jose Tomas	340	12/29/2022
Chavez Espitia, Joel	320	05/27/2016
Childers, Kevin Michael	301	05/20/2021
Clark, David Earl	325	10/14/2021
Coleman, Shonte Lamarr	980	08/12/2022
Colon III, Ismael	315	07/06/2022
Corral, Miguel Tito	320	07/08/2019
Cortes Sanchez, Enrique	320	01/06/2023
Crandell, Herbert Duke	315	03/11/2022
Cruz, Alfredo	325	05/24/2016
Cuellar, Edward James	325	08/04/2022
Diaz Ramirez, Hector Antonio T	320	10/27/2022
Diaz Suazo, Mario Nelson	325	10/11/2022
Diaz, Richard	320	01/27/2023
Dinkins Parharm, Vivian Desiree D	325	10/25/2022
Eaton, Reginald Anthony	980	07/05/2016



## GOLD STAR FOODS

Escanuela, Adrian	301	02/10/2022
Escobar Noyola, Juan Heriberto	320	07/07/2022
Esparza, Erasmo A	315	10/24/2017
Estevez Gonzalez, Leovigildo	340	03/16/2023
Fernandez, Robert Terrell	980	12/09/2022
Flores Melgoza, Oscar	320	04/05/2023
Flores, David Omar	325	12/12/2022
Forrester, Jay Donald	980	03/24/2022
Francisco, Domingo Mateo	320	05/26/2016
Fuentes-Cuevas, Jasmine	980	03/15/2022
Galvan Ochoa, Alex	980	01/05/2023
Garcia Fernandez, Sandra L.	301	06/11/2021
Garcia, Angel E.	330	07/11/2017
Garcia, Fernando	325	12/13/2022
Garza, Enrique Daniel	980	08/31/2016
Gaskin, Jason Joseph	340	03/16/2023
Gomez Martinez, Daniel	320	09/19/2022
Gonzales, Michael C.	980	08/02/2018
Gonzalez, Abraham	345	11/02/2021
Gonzalez, Jose Silvestre	301	11/20/2018
Gonzalez-Roja, Gonzalo	320	10/12/2016
Griffin, Jashawn Robert	980	02/24/2022
Griffin-Brown, Terrell Isiah	980	02/24/2022
Hameed, Mohammed Shahid	980	12/14/2022
Hanks, Matthew Lee	325	07/12/2022
Harris, James Matthew	325	08/05/2022
Harris, Steven Richard	980	10/29/2020
Head, Nicholas Scott	325	03/25/2022
Henriquez, Rafael A.	320	05/21/2016
Hernandez Gonzalez, Ricardo	320	06/01/2016
Hernandez, Osvaldo	320	11/08/2022
Hernandez-Esqueda, Jose Javier	320	06/01/2016
Hightower, Vincent Bernard	325	07/13/2022
Hodges, Demetrius Phashun	980	02/07/2023
Holloway, Deshawn William	315	04/26/2022
Jimenez, Cesar Manuel	301	03/08/2022
Lacayo Perez, Bryan Antonio	325	08/10/2022
Laurino, James Joseph	340	01/27/2023
Lee, Ochinero	980	01/09/2023
Leon, Daniel	320	05/27/2016
Leonardo Chavez, Felix	320	01/12/2023
Lezama, Eleazar	330	05/27/2016
Llamas Guzman, Juan Carlos	345	01/05/2022
Lopez Velasquez, Agustin	330	05/26/2016
Lopez, Alvaro Gustavo	320	05/26/2016
Lopez, Marsela	320	12/27/2022

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## GOLD STAR FOODS

Lopez-Magana, Pedro Alberto	325	05/09/2022
Luna, Jacinto	320	05/21/2016
Madrid, Mark Daniel	325	09/09/2021
Magallon, Derek Diego	340	03/09/2023
Maldonado Rebolledo, Manuel	301	06/01/2016
Martinez Molina, Eduardo Javier	980	03/14/2022
Martinez, Anthony	325	10/12/2021
Mason, Carla Jean	980	12/22/2022
Mastranzo, Francisco	320	02/01/2023
Medina, Juan Carlos	325	12/21/2022
Menjivar, Gerardo Antonio	320	05/21/2016
Meza, Maribel Neomi	301	01/03/2022
Molina, Gildardo	320	05/21/2016
Mora, Salvador	320	05/26/2016
Morales, Daniel Ronald	320	05/25/2016
Moran, Bryan	325	01/06/2023
Moreno, Ignacio	301	07/02/2021
Munguia, Efrain	320	01/18/2022
Murga, Miguel A.	320	11/08/2016
Myles, Layoncia Renee	320	12/28/2022
Newman, Jonte Marie	320	12/20/2022
Nguyen, Trong Nghia	980	06/15/2022
Orozco, Milton Martin	325	06/09/2022
Ortega-Calderon, Luis	320	05/24/2018
Ortiz Hernandez, Luis	320	05/21/2016
Ortiz, Isidro Rodriguez	320	10/12/2016
Partida, Genaro	320	05/25/2016
Pelayo Barragan, Jose Manuel	320	03/17/2023
Perez, David De Jesus	320	10/20/2022
Pineda, Oscar Anibal	320	01/03/2023
Pinedo, Gonzalo	320	05/24/2018
Prado, Gabriel Luis	340	03/02/2023
Ramirez, David	345	07/05/2022
Ramirez, Sergio	325	06/02/2016
Ramos, Rolando Ramirez	980	07/06/2020
Rayer, Joseph S.	320	05/24/2016
Repreza, Oscar O	320	05/25/2016
Reyes, Jose Trinidad	980	11/30/2016
Reynolds, Aaron Jonathan	325	08/05/2022
Rincon, Cristian	320	11/29/2022
Rivera Chiman, Alfredo Gabriel	325	10/24/2022
Robles, Joel	320	05/26/2016
Rodriguez Jr., Jesus	325	09/28/2022
Rodriguez Jr., Manuel	315	05/24/2016
Rodriguez, Pedro A	325	10/03/2022
Rodriguez-Herrera, Oscar Angel	980	09/09/2022

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## GOLD STAR FOODS

Rojas Torres, Omar	325	01/11/2022
Rojas, Cesar Rivera	320	01/05/2023
Romo, Paul Anthony	320	07/20/2022
Salas, Joe Edward	301	01/18/2023
Salgado, James	320	04/05/2023
Sanches, David Manuel	320	07/27/2022
Sanchez, Alberto	978	11/11/2016
Sanchez, Juan Carlos	330	05/24/2016
Sandoval Avila, Jesus	325	05/21/2016
Sandoval Valdez, Carlos M.	320	05/24/2016
Sandoval, Jorge A	320	05/24/2016
Santiago, Joseph V	320	09/21/2021
Seaborn, James W	301	06/04/2021
Sebastian, Guillermo	320	05/21/2016
Serna, Jose D.	320	05/25/2016
Serrano Portillo, Maurilio	320	05/24/2016
Shamon, Rimon	325	05/21/2016
Shelevy, Maniel Elmer	320	01/25/2023
Simien Jr., Danyel Regnier	325	08/08/2022
Singh, Sukhdev	980	08/19/2019
Smith, Ryan Vincent	978	03/11/2020
Solis, Jose Angel	320	05/21/2016
Solis, Richard Arthur	980	08/11/2022
Solorio Silva, Miguel Angel	980	08/08/2018
Soto, Gervacio	320	05/24/2016
Tabullo, Juan Carlos	320	02/03/2023
Torres, Miguel Angel	320	05/27/2016
Torres, Tomas	320	06/01/2016
Tovar Vieyra, Leonardo D	301	10/06/2020
Tovar, Juan Carlos	320	01/27/2023
Trujillo, Daniel Sandoval	320	01/10/2023
Vahidian, Shahrokh	980	11/28/2022
Valdez, Rudy Ray	325	11/30/2022
Vallejo Martinez, Fernando	320	08/25/2021
Vang, Christopher	980	12/22/2021
Vargas Betancourt, Daniel	325	05/27/2022
Vasquez, Daniel Ryan	325	04/29/2022
Vazquez, Luis Carlos	325	07/27/2022
Velez, Jose De Jesus	301	01/27/2023
Venuto, Demira Maurice	980	07/18/2022
Vickland, Sambu Artist-Trotter	980	03/31/2022
Vieyra Avalos, Pedro	301	02/23/2017
Villa, Hector	980	02/13/2023
Villela, Stephen Bernal	320	04/10/2023
Weaver, Randy	325	05/24/2016

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## GOLD STAR FOODS

Williams, Darryl	980	01/28/2022
Williams-Pinette, Trevor Anthony	320	01/26/2023
Witherspoon, Darryl	980	07/12/2019
Yang, Mouaneng Sailue	301	03/14/2022
Young, Kenneth Lamar	320	02/06/2023
Zavala, Yatzir Ivan	320	05/05/2022
Zepeda, Michael Edson	320	06/24/2022
Zuniga, Rosa	325	10/25/2021

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



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

## HEALTH PERMIT

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

Facility ID: FA0001288  
Issued: 7/6/2022

PT0001431 - PR0002181  
1637 - WHOLESALE FOOD VEHICLE  
Valid From 7/1/2022 To 6/30/2023

LICENSE # 31319S2  
LICENSE # 3218295  
LICENSE # 3132057

LICENSE # 3231562  
LICENSE # 3218296

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

BY: \_\_\_\_\_

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

Director



# CITY OF ONTARIO

2022 - 2023

## BUSINESS LICENSE

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

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

<b>Business Name</b>	GOLD STAR FOODS	<b>License Number</b>	12403584
<b>Business Location</b>	3781 E AIRPORT DR ONTARIO, CA 91761-1558	<b>Business Type</b>	WHOLESALE BUSINESS
<b>Business Owner(s)</b>	GOLD STAR FOODS, INC. DAN MADSEN	<b>Effective Date</b>	July 01, 2022
	JOHN CHO, CONTRACTS DEPT. GOLD STAR FOODS 3781 E AIRPORT DR ONTARIO, CA 91761-1558	<b>Expiration Date</b>	June 30, 2023

**Conditions/  
Fire Permit**      WAREHOUSE DISTRIBUTION OF FOOD (REFRIGERATED) TO SCHOOLS. . **FM-11-0083 Operational  
Permit for High Pile Storage**

GOLD STAR FOODS :

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

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

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



LICENSING DIVISION  
303 EAST B STREET  
ONTARIO, CA. 91764-4198



**City of Ontario**  
**BUSINESS LICENSE**

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

License Number: 12403584

Date of Issue: 07/01/2022



**CAL CODE OFFICIAL INSPECTION REPORT**

FACILITY NAME <b>GOLD STAR FOODS INC</b>		DATE <b>1/14/2019</b>	REINSPECTION DATE <b>Not Specified</b>	PERMIT EXPIRATION <b>6/30/2023</b>
LOCATION <b>3781 E AIRPORT DR, ONTARIO, CA 91761</b>		INSPECTOR <b>Sumedha Singh</b>		
MAILING ADDRESS <b>3781 E AIRPORT DR, ONTARIO CA 91761</b>		IDENTIFIER: None		
<input type="checkbox"/> FACILITY <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> ACCOUNT		SERVICE: 001 - Inspection - Routine		
TIME IN <b>12:37 PM</b>	TIME OUT <b>1:53 PM</b>	FACILITY ID <b>FA0024615</b>	RELATED ID <b>PR0032008</b>	PE <b>1865</b>
RESULT: 03 - Corrective Action / No Follow up Required				
ACTION: 01 - No Further Action Required				

Based on an inspection this day, the items marked below identify the violation(s) in operation or facilities which must be corrected. Failure to correct listed violation(s) prior to the designated compliance date may necessitate an additional inspection to be billed at the hourly rate as provided in the San Bernardino County Code [Schedule of Fees](#).

Administrative Order to Show Cause (OSC): The Permittee has the right to a hearing if requested in writing within 15 calendar days of receipt of this notice, to show cause why the permit to operate should not be suspended or revoked; otherwise the right to a hearing shall be deemed waived.



**SCORE 100**

Reduce food loss, and feed those in need by donating your surplus food. [Learn more about donating surplus food.](#)

See the following pages for the code sections and general requirements that correspond to each violation listed below.

○ In = In compliance

+ COS = Corrected on-site

○ N/O = Not observed

⊘ MAJ = Major violation

○ N/A = Not applicable

⊘ OUT = Out of compliance

DEMONSTRATION OF KNOWLEDGE			COS	MAJ	OUT
In	N/O	1. Demonstration of knowledge; food safety certification Food Safety Cert Name: <span style="color: red;">Data not collected</span>			2
EMPLOYEE HEALTH & HYGIENIC PRACTICES					
In		2. Communicable disease; reporting, restrictions & exclusions		4	
In	N/O	3. No discharge from eyes, nose, and mouth			2
In	N/O	4. Proper eating, tasting, drinking or tobacco use			2
PREVENTING CONTAMINATION BY HANDS					
In	N/O	5. Hands clean and properly washed; gloves used properly		4	2
In		6. Adequate handwashing facilities supplied & accessible			2
TIME AND TEMPERATURE RELATIONSHIPS					
In	N/O	N/A		4	2
In	N/O	N/A		4	2
In	N/O	N/A		4	2
In	N/O	N/A		4	
In	N/O	N/A		4	
PROTECTION FROM CONTAMINATION					
In	N/O	N/A			2
In		13. Food in good condition, safe and unadulterated		4	2
In	N/O	N/A		4	2

FOOD FROM APPROVED SOURCES			COS	MAJ	OUT
In		15. Food obtained from approved source		4	
In	N/O	N/A			2
In	N/O	N/A			2
CONFORMANCE WITH APPROVED PROCEDURES					
In		N/A			2
CONSUMER ADVISORY					
In	N/O	N/A			2
HIGHLY SUSCEPTIBLE POPULATIONS					
In		N/A		4	
WATER/HOT WATER					
In		21. Hot and cold water available		4	2
LIQUID WASTE DISPOSAL					
In		22. Sewage and wastewater properly disposed		4	2
VERMIN					
In		23. No rodents, insects, birds, or animals		4	2

SUPERVISION	OUT
24. Person in charge present and performs duties	1
PERSONAL CLEANLINESS	
25. Personal cleanliness and hair restraints	1
GENERAL FOOD SAFETY REQUIREMENTS	
26. Approved thawing methods used, frozen food	1
27. Food separated and protected	1
28. Washing fruits and vegetables	1
29. Toxic substances properly identified, stored, used	1
FOOD STORAGE/DISPLAY/SERVICE	
30. Food storage; food storage containers identified	1
31. Consumer self-service	1
32. Food properly labeled & honestly presented	1

EQUIPMENT/UTENSILS/LINENS	OUT
33. Nonfood contact surfaces clean	1
34. Warewashing facilities: installed, maintained, used; test strips	1
35. Equipment/utensils approved; installed; clean; good repair, capacity	1
36. Equipment, utensils and linens: storage and use	1
38. Adequate ventilation and lighting; designated areas, use	1
39. Thermometers provided and accurate	1
40. Wiping cloths: properly used and stored	1
PHYSICAL FACILITIES	
41. Plumbing: proper backflow devices	1
42. Garbage and refuse properly disposed; facilities maintained	1
43. Toilet facilities: properly constructed, supplied, cleaned	1
44. Premises; personal/cleaning items; vermin-proofing	1

PERMANENT FOOD FACILITIES	OUT
45. Floor, walls, ceilings: built, maintained, and clean	1
46. No unapproved private homes/living or sleeping quarters	1
SIGNS REQUIREMENTS	
47. Signs posted; last inspection report available	1
48. Food handler cards	3
COMPLIANCE & ENFORCEMENT	
49. Permits Available	
50. Restrooms Required	
51. Plan Review	
52. VC&D	
53. Impoundment	
54. Permit Suspension	





### CAL CODE OFFICIAL INSPECTION REPORT

FACILITY NAME GOLD STAR FOODS INC	DATE 1/14/2019
LOCATION 3781 E AIRPORT DR, ONTARIO, CA 91761	INSPECTOR Sumedha Singh

#### 90. PERMIT

POINTS <b>0</b>	Compliance date not specified	<b>Inspector Comments:</b> Observed 2 vending machines that did not contain a current San Bernardino County Health permit, one contains potentially hazardous food-coffee and hot cocoa products, one machine is a refrigerated vending machine. Decal on the machine indicated an expiration of 2018.  Maintain a copy of the vending company's valid San Bernardino County health permit at this facility/decal on the machine and make it available upon request.
	Not In Compliance	
	Violation Reference -	

**Violation Description:** No person or entity shall own, operate or permit any retail or wholesale activity pertaining to the handling or holding of food for the public, without first applying for, receiving and retaining an unexpired, unsuspended, unrevoked permit from DEHS for each food facility or activity, and paying fees to DEHS in those amounts specified in the San Bernardino County Code Schedule of Fees.

#### IMPORTANT: Risk Based Inspection Frequency

Food facilities that pose a higher risk level for causing foodborne illness will be subject to an additional inspection, to be billed at the hourly rate as provided in the San Bernardino County Code [Schedule of Fees](#). Facilities that received one or more of the following will be elevated to a high risk tier:

- A score letter of "C" or lower on one of the last two graded inspections,
- A score letter of "B" on two of the last three graded inspections,
- Repeated "four (4) point violation Risk Factor" (critical violation codes 1-23) on the last two inspections, or
- Four (4) or more critical violations (codes 1-23) noted during an inspection, or
- A permit suspension (closure) on your last graded inspection.

#### Food Establishment Donor Survey

Will you please take a few moments of your time to complete our [Food Establishment Donor Survey](#)? The purpose of this survey is to learn about current food recovery and food waste reduction efforts and struggles throughout San Bernardino County.

The feedback from the survey will help us identify barriers and opportunities, and connect you with nearby charitable feeding organizations so you can donate your surplus food. Once you complete the survey, you can view your entry and connect with other donor food establishments and charitable feeding organizations in the following [Live Web Map](#).

#### Overall Inspection Comments





**CAL CODE OFFICIAL INSPECTION REPORT**

FACILITY NAME GOLD STAR FOODS INC	DATE 1/14/2019
LOCATION 3781 E AIRPORT DR. ONTARIO, CA 91761	INSPECTOR Sumedha Singh

Facility receives, stores and ships various prepackaged food items for distribution to school sites.

Weekly pest control is conducted by Western Exterminator Pest Control. Reports were reviewed on site.

Temperatures in the refrigeration and freezer units are charted daily.

Procedures are in place for the inspection for incoming and outgoing trucks temperature (as needed), cleanliness, vermin, unusual smells/odors and general condition of the trucks.

Facility has recall procedures in place.

Employee GMP's for hygiene were observed in compliance.

Cleaning and sanitation procedures were reviewed. Clean master schedule was observed on site.

Trainings are conducted according to a master schedule.

Pallets are stored outside of the facility but inspected prior to returning into the facility.

Holds are stored in a separate area.

Products are rotated first in first out.

All food items are stored off the floor on pallets and racks.

**FREE Classes to L.E.A.R.N!**

Liaison Education And Risk Network (L.E.A.R.N.) is a FREE class based on the fundamentals of Active Managerial Control and the Centers for Disease Control and Prevention's five risk factors that lead to foodborne illnesses. Find out when the next L.E.A.R.N. class is by checking our [calendar](#).

**Signature(s) of Acknowledgement**

NAME: Jaime Anguiano  
TITLE: Safety Facility Supervisor