



**GOLD STAR FOODS**

**Mountain View Whisman School District**  
REQUEST FOR PROPOSAL  
2023-24-05 Grocery

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. 2023-24-05 GROCERY 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 AND MINIMUM DELIVERY AMOUNT

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.
- Our 600 employees are fully vetted, drug tested, fingerprinted, and have passed full Department of Justice background checks.

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.



## **GOLD STAR FOODS**

### TECHNOLOGY 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

### 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:

- 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



## GOLD STAR FOODS

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.

### COMMODITY EXPERTISE AND VENDOR'S ABILITY TO PROVIDE REQUESTED PRODUCTS

Gold Star can seamlessly process commodity transactions to our K-12 School District customers. Gold Star assists customers utilize their USDA Foods Entitlement monies through the following methods:

- Customers can choose from nearly 1,500 processed commodity products in our catalog that may potentially qualify for a commodity discount if pounds and entitlement dollars are available.
- Gold Star uses Net Off Invoice (NOI) and Fee For Service (FFS) pass through value systems that seamlessly apply entitlement funds on each invoice and track balances in real time.
- Our systems interface with Processor Link, K12 Systems, and other independent commodity clearing houses to reconcile entitlement balances and total number of pounds diverted to approved USDA Processors. All balances & transactions are visible through the proprietary Gold Star Commodity portal.

### BUSINESS SUSTAINABILITY

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 FOODS

Gold Star is recognized as a leader in the school foodservice industry and is the first K-12 distributor in California to be certified as a Safe Quality Food (SQF) Level II facility. This certification is recognized as the most stringent food safety program meeting Global Food Safety Initiatives. 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

**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 (Attachment 1, this form)
- Request for Proposal Signature Page (Attachment 2)
- Evaluation Criteria (Attachment 3)
- Vendor Questionnaire (Attachment 4)
- References with at least 3 References (Attachment 5)
- Non Collusion Affidavit (Attachment 6)
- Bidder's Statement Regarding Insurance Coverage (Attachment 7)
- Worker's Compensation Insurance Certification Form (Attachment 8)
- Drug Free Workplace Certification (Attachment 9)
- Equal Opportunity Employment (Attachment 10)
- Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- Certification and Disclosure Statements (Attachment 12)
- Certificate Of Independent Price Determination (Attachment 13)
- Suspension and Debarment Certification (Attachment 14)
- Certification Regarding Lobbying (Attachment 15)
- Iran Contracting Act of 2010 Compliance Affidavit (Attachment 16)
- Contractors Certificate Regarding Alcohol and Tobacco Free Campus (Attachment 17)
- Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 18)
- Clean Air and Water Certification (Attachment 19)
- Buy American Certification Form (Attachment 20)
- China Prohibition Certification (Attachment 21)
- Itemized Bid List (Attachment 22)
- 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

**Mountain View Whisman School District**

**Amendment No. 1**

Posted **June 7, 2023**

**Request for Proposal (RFP) #2023-24-05  
Grocery**

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, 5

**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<sup>d</sup>



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

Dear Mountain View Whisman School District Partners,

I hope this email finds you well. We invite you to participate in our Child Nutrition RFP#2023-24-05 Grocery. 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#2023-24-05**

Grocery

**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<sup>®</sup>

**Mountain View Whisman School District**  
**Request for Proposal (RFP) No. 2023-24-05**  
**GROCERY**

Mountain View Whisman School District  
Debbie Austin, Director, Child Nutrition Director  
1400 Montecito Avenue  
Mountain View, CA 94043

**Issue Date: June 2, 2023**

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

**Mountain View Whisman School District**  
**Request for Proposal No. 2023-24-05**  
**GROCERY**

Gold Star Foods <sup>1</sup>/<sub>2</sub>

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### Schedule Of Events

June 2, 2023	RFP Released
June 7, 2023	Deadline to Receive Questions
June 7, 2023	Addenda or Q & A Released
June 19, 2023 10am	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.\*\*

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.

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.

**Notice To Bidders**  
**REQUEST FOR PROPOSAL 2023-24-05**

The Mountain View Whisman School District will receive a sealed Request for Proposal (RFP) from providers of grocery food and food service products and services for the District's Child Nutrition Program.

Sealed Bids must be received prior to **June 19, 2023 at 3:00 PM PST**

**Provider to submit:**

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

Sealed Proposal packages shall be delivered to the **Child Nutrition Services Department** no later than **June 19, 2023 at 10:00 AM PST**.

Electronic version Proposals will be submitted with the following sections saved as separate files and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Completed questionnaire
5. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.

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 **Child Nutrition Services Department, 1400 Montecito Ave. Mountain View, CA 94043, between the hours of 8:00am - 3:00pm**. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the proposer unopened. Facsimile (FAX) copies of the proposal **will not be accepted**. The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning proposer accepting the terms of the RFP. 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.

## U.S. Department of Agriculture Nondiscrimination 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, audiotope, 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](#) (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;
2. fax: 833-256-1665 or 202-690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

## General Terms and Conditions

1. **GENERAL** - This information to proposers is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Debbie Austin at the address listed below, email [daustin@mvwsd.org](mailto:daustin@mvwsd.org) or for document assistance, call Debbie Austin at 510-908-2614.
2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Mountain View Whisman School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All proposers will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Mountain View Whisman School District – Attention – Debbie Austin no later than 3:00 pm June 19, 2023. E-mail questions to [daustin@mvwsd.org](mailto:daustin@mvwsd.org). The Mountain View Whisman School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.
3. **INFORMATION ABOUT THE DISTRICT** - 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:

1. Ensure that students are receiving high quality Grocery products,
  2. Purchase high quality Grocery products at the best possible price,
  3. Offer more Grocery products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible.
  4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Grocery products,
  5. Partner with a Grocery vendor that will provide excellent customer service.
4. **DEADLINE FOR RECEIPT OF RFPS** - RFPS must be received before 3:00:00 p.m. on June 19, 2023, after which the Proposals that have been received will be publicly read out, which vendors can attend virtually via Zoom. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the proposer, and submitted to:

**Mountain View Whisman School District**  
**Child Nutrition Services**  
**Attn: Debbie Austin**  
**1701 Rock Street**  
**Mountain View, CA 94043**

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.



- The Mountain View Whisman School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
  - Interested Bidders are referred to the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT Child Nutrition Department for details, instructions, forms and submittal dates. All questions regarding this RFP are due on or before 7/2/2023, via email to: [daustin@MVWSD.org](mailto:daustin@MVWSD.org) the subject line of “**RFP#\_2023-24-05 Questions**”. Only questions submitted through this process will be accepted.
5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP in **blue ink**. An authorized officer shall sign the RFP under the correct firm name.
  6. **“FAX” RFPs** - Facsimile copies of RFPs are not accepted.
  7. **DEFINITIONS** - Responsible; a proposing party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being proposal. Responsive; an RFP that meets all of the specifications outlined in the RFP.
  8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the proposers before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.
  9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The proposer(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
  10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as “negotiable,” “will negotiate,” or of similar intent is considered as non-responsive to the particular item.
  11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). Errors may be crossed off and corrections made before RFP opening only and must be initialed in **blue ink** by the person signing the RFP or the proposer’s authorized representative. All items are fixed price. At no time shall the prices charged to the District exceed the prices proposal. Any price changes must be agreed to in writing by the District following reasonable notice to accept. If the proposer is substituting with like product, fixed pricing must be honored. Prices proposed for all fixed fee items will be for the period September 1, 2023 (beginning of school year) through August 31, 2024 (end of school year). Upon renewal, any goods added to the contract must be included in a contract amendment, if applicable. For each year of a renewed contract, a new basis for contract value, including the actual expenditures for the previous year plus the additional items, must be established.
    - i. Itemized Bid List – The District’s Itemized Bid List is attached hereto.
      1. Proposals need to 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).
      2. Bidders must provide pricing per size, provided in the column D titled “SIZE (VOLUME) on the Item List.

3. Vendors must show conversion math if using alternative pack sizes (use Column K on item list) in order to ensure overall value is equivalent.
  4. The District reserves the right to refuse an alternative pack size provided by the Proposer if it does not meet the schools needs and, if so, will reach out to the Proposer to request an alternative.
  5. Proposals must include where product is manufactured, and all product info requested. Per Buy American guidance, the District will show preference to domestically sourced product.
  6. For any non-domestic grown or processed items offered by the Bidder, a domestic equivalent must be provided. If no domestic equivalent is not available, note this in the "Notes" section. The District reserves the right to choose domestic items based on affordability and availability and if so will not include the equivalent non-domestic items in scoring the Bid.
  7. The "Notes" section should be used to indicate if the item bid is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed.
- ii. 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 5 to 10 percent of the estimated value of the contract.
- iii. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant 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 complete the Services.
12. **TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.
13. **PERFORMANCE GUARANTEE** - The successful proposer(s) may be required to provide a performance guarantee. Such requirements shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee. Said bond shall be furnished within (5) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.
14. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful proposer(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the proposer(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the proposer's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the proposers(s) shall pay the examination cost. In proposing, the proposer(s) certifies that all materials conform to CAL OSHA and all other law

requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

15. **DISTRICT REQUIREMENTS**- The quantity shown is the estimated 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 are required during the contract and shall be ordered and purchased from the successful proposer(s). 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. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.
16. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the proposer(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.
17. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.
18. **AWARDS** - The District reserves the right to determine that items proposal meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the proposing.
19. **EXECUTION OF CONTRACT**- Issuance of a Purchase Order shall be evidence of the contractual agreement between the proposer(s) and the District and the proposer(s) acceptance of these RFP General Terms, Instructions, and Conditions.
20. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful proposer(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.
21. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.
22. **DEFAULT BY CONTRACTOR** - The District shall hold the proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful proposer(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the proposer, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract

is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the proposer or deducted from any funds due to the proposer.

23. **INSURANCE** - The successful proposer(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the proposer's operations under the contract. **The proposer must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Mountain View Whisman School District as an additional insured and requiring the proposer's insurance to be primary by separate endorsements as follows:** The proposer is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident: \$2,000,000 aggregate. Property Damages shall be \$1,000,000 per loss. The proposer shall also maintain automobile liability insurance covering bodily injury and property damage at no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the proposer(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Debbie Austin, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.
24. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful proposer(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Mountain View Whisman School District, Child Nutrition Services Department, 1701 Rock Street Mountain View, CA 94043. The successful proposer shall submit invoices under the same firm name shown on the RFP. The successful proposer(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.
25. **STATEMENT** - The successful proposer(s) shall render bills and/or statements to the Mountain View Whisman School District, Child Nutrition Services Department, 1701 Rock Street Mountain View, CA 94043, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department. The successful proposer(s) shall submit monthly electronic statements in Excel Format to the following name and address:

Mountain View Whisman School District  
Child Nutrition Services  
1701 Rock Street Mountain View, CA 94043  
Attention: Debbie Austin

*Mountain View Whisman School District*

Invoices will be provided at the time of delivery.

26. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract. Velocity reports will be delivered via email to better assist for inventory tracking purposes.
27. **APPLICABLE 'BUY AMERICAN' PROVISIONS** - The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). Section 104(d) of the William F. Goodling Child Nutrition Reauthorization 1998 (Public Law 05-336) added a new provision, Section (12) of the NSLA (42USC760(n), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. The Buy American provisions of Public Law (PL 100-237) require participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP to include the CACFP Program. Two situations that may warrant a waiver to permit purchases of foreign food products are: 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of satisfactory quality 2) Competitive proposal reveal the costs of a U.S. product are significantly higher than the foreign product. A domestic commodity or product is produced and processed in the United States substantially using agricultural commodities produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities grown domestically. This includes foods sold to students as a la carte food items. Actions that districts/sponsors can take to comply with the Buy American requirements are:
- Including a Buy American clause in all procurement documents (product specifications, proposal solicitations, requests for proposal, purchase orders, etc.)
  - Monitoring contractor performance
  - Requiring suppliers to certify the origin of the product
  - Examining the product packaging for identification of the country of origin
  - Asking the supplier for specific information about the percentage of U.S. content in the food product

It is therefore required that proposers responding to this Request for Proposal indicate whether products offered on this proposal meet the definition of "domestic commodity or product" as stated above. Indication shall be made on the proposal price sheet as part of the response to this proposal.

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

The "Buy American" provision of Public Law (P.L.) 105-336 allows for an exception when the recipient agency, Mountain View Whisman School District, determines that the following instances apply to non-domestic produced products:

- Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality;
- The cost of U.S.-produced food products is significantly higher than foreign products.

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S.-produced item that contains 51% or more domestically grown commodities is ten percent (10%) or more in price than the non-domestic product.

28. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.
29. **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.
30. **MULTI-YEAR EXTENSIONS:** Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
- The District has deemed the products and services of the vendor satisfactory.
  - The Vendor shall submit a list of the price increases for the next fiscal year (September 1- August 31) by the last business day in April. Price increase must not exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term.
  - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.
31. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive proposer(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the proposal, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.
32. **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 perform the Services 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 Services. 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, grocery products from other vendors throughout the contract if it deems necessary.

The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue an intent to Award Letter to the successful proposer(s). The Mountain View Whisman School District Board of Education will formally award the award.

33. **BASIS OF AWARD**

The Board of Trustees of the Mountain View Whisman School District intends to award the RFP based on price, delivery specifications, minimum delivery amounts, technology and reports, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 27. Grocery vendor shall be awarded the proposal for service between **September 1, 2023, through August 31, 2024.**

- a. The Mountain View Whisman School District reserves the right to reject quotations and waive any formality in the proposing.
- b. Awarded vendors will be required to enter into a contract with Mountain View Whisman School District.

33. **PROPOSAL PROTEST PROCEDURES**

- A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The Districts Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5<sup>th</sup>) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
- B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.
- C. **Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.
- D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Rebecca Westover  
CBO  
Rwestover@mvwsv.org

- E. **Appeal Review and Finality:** The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
  - F. **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
  - G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under the California Government Code, or filing of any other legal proceedings.
34. **PROVISIONS:**
- A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
  - B. **Binding Effect** - This Agreement shall inure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.
  - C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
  - D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.
  - E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
  - F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
  - G. **Hold Harmless Clause** - The successful proposer(s) agrees to indemnify, defend and save harmless Mountain View Whisman School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense



costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the proposer or proposers agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

- H. **Prevailing Law** - In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.
- I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.
- J. **Permits and Licenses** - The successful proposer(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.
- K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful proposer(s) shall accept charges for such calls on a reverse charge basis.
- L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the proposer(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.
- N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the proposer agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful proposer(s) agrees to require compliance by all subcontractors employed on the work by them.
- O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.
- P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.
- Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The proposer hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully

reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

- R. **Interpretation of Proposal Documents** - If any proposer(s) find discrepancies in or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Mountain View Whisman School District a written email request for clarification and the response to it will be e-mailed to all proposer(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.
- S. **Product Shortages** - If the successful proposer(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.
- T. **Failure to Fulfill Contract** - When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful proposer may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the proposer's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in proposer disqualification in subsequent year(s) due to non-responsible practices.
- U. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.
- V. **Attorneys' Fees** - In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

35. **CERTIFICATIONS**

- A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

- B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
- a. Section 306 of Clean Air Act (42 U.S.C. 1847(h));
  - b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
  - c. Executive Order 11738;
  - d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities
- C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each proposal on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the proposal. Failure to comply with this requirement will cause your proposal to be disqualified and declared non-responsive.
- D. **Lobbying:** The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration
- E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
- G. **The Certification Regarding the Iran Contracting Act**
- H. **The Contractors Certification - Regarding Drug-Free Workplace**
- I. **The Contractors Certification - Alcoholic Beverages and Tobacco-Free Workplace**
- J. **The Contractors Certification – Workers' Compensation**
- K. **Equal Opportunity**

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

DISTRICT

Mountain View Whisman School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

1701 Rock Street

Mountain View, CA 94043

Phone No: 510-908-2614

Fax No: \_\_\_\_\_

PROVISIONER

Gold Star Foods

By: John Cho

Title: V.P. Revenue Management

Address: 3781 E. Airport Drive

Ontario, CA 91761

Phone No: 909-843-9600

Fax No. 909-843-9658

## Service Level Agreement

### Grocery

Below are the service expectations from the successful proposer upon receiving the award for this RFP. The successful proposer must understand and agree to the following service levels to enter into an agreement with Mountain View Whisman School District. The proposer must know that the District's Grocery Products RFP includes not only the purchase of products; but also service and delivery expectations that must be agreed to before entering into this agreement. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of a lack of such examination, inquiry, or knowledge.

**General Instructions:** RFPs are requested for furnishing Grocery for the period of (1) year and the possibility of two (2), one (1) year extensions. This RFP will be for contracting from September 1, 2023 - August 31, 2024.

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30-day notice.
2. All products specified will be purchased from the successful proposer(s) selected. Due to school demand, the District reserves the right to add or remove products as necessary. The price of such items shall be negotiated between the District and the Distributor using a similar markup percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.
3. Unless otherwise specified, all products must follow the specifications indicated. All products must be fresh and U.S. Grade 1 or better. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure, including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation, including but not limited to larvae and rodent droppings.
4. Cases and packages shall be constructed to ensure safe and sanitary transportation to the point of delivery. All packaging materials shall be FDA-approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected, returned for credit, or immediate replacement, at no cost to the District for a product, freight, or re-delivery.
5. In the interest of serving the highest quality foods to students. This "Best Served On" date will assist menu planners in placing foods on optimal days of the week to maximize quality. The Distributor shall follow appropriate procedures for the first in, first out (FIFO) stock rotation system.  
The Distributor agrees to permit inspection of the delivered items by a representative of the District's Child Nutrition Services Department with the right to reject inferior merchandise. The District's decision shall be final, and credits must be provided upon request. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the district between 35° and 38° Fahrenheit.
6. HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM – The Distributor shall follow appropriate handling and storage practices: including providing proof of established sanitation procedures and an active pest control program to ensure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal. Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, the Distributor shall ensure that all products received under this contract shall be prepared, handled, and stored per the health and sanitation standards for the County of Santa Clara or the local/city/county agency in which the product was produced, State of California, and

Federal Government, whichever is higher. In case of a product contamination issue, Distributor shall provide traceback capabilities for all products to the point of origin. Evidence of such procedures should be submitted with the proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

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

7. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded proposer and the District, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.
8. Quarterly, the successful proposer shall submit a complete listing with usages of all products purchased by the District.
9. All products delivered during the period covered by this proposal shall be only the exact products as requested by the District; substitutions will only be allowed if given prior approval by the District. Suppose the desired product is unavailable for any reason. In that case, the District shall be notified at least two days in advance, and the District shall be given options for a product of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the District's sole discretion. Products will not be represented as being in conformance with the specification when such is not the case. Products are on a menu based upon precise nutritional analysis, and a copy of that analysis is on file at the District. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, because of failure to deliver the selected product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the total value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days upon written request by the District.
10. Mail all invoices and statements to Mountain View Whisman School District, 1701 Rock Street Mountain View, CA 94043 - Attention: Child Nutrition Services. The District has the right to request invoices and statements via email. Statements are requested in an excel format.
11. If a product recall is instituted on an item delivered, the distributor will notify the District within 24 hours. The Distributor will be responsible for all costs associated with the replacement product, shipping charges, and product credit. Suppose at any time it is determined that the health and safety of the District's customers are affected by the usage of this product. In that case, the Distributor and Distributor processor must and will assume full liability.
12. No overnight "dark" drops. Deliveries must be signed for, and all products must be delivered directly to each kitchen. There is no delivery during school holidays and delivery on Saturday or Sunday. (Upon award Child Nutrition Services will provide the vendor with school vacation and holiday schedules).
13. The District's kitchens are not equipped with a loading dock. Deliveries must be unloaded by the delivery driver and placed into the designated walk-in cooler by the delivery driver. It is advised that all orders be made utilizing a delivery truck equipped with a lift gate.
14. A duplicate of the signed invoice ticket shall be left at each location at the delivery time. An itemized monthly statement showing each delivery location must be sent to the District's Child Nutrition Services Department. Quantities, item descriptions, unit prices, and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving it shall sign invoices and credits. A separate delivery ticket, invoice, and statements will be provided for the Breakfast/Lunch Programs and Supper Program.
15. Any information regarding shorted items/orders must be forwarded directly to Child Nutrition Services before delivery at the following phone number: 650 903 6965, Debbie Austin.
16. Any issues/changes on deliveries or other emergency communications shall be reported directly to the Child Nutrition Services Department by the vendor's authorized representative.
17. District reserves the right to designate an alternate delivery location if the designated site is unable to

receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District's requests deliveries each week specified in the schedule in the following table.

18. Perishable Grocery products must be delivered in a refrigerated clean and sanitary truck and the temperature of the products must be 37° – 45° at the time of delivery. A lift gate and pallets may be needed for large loads.
19. Pallets should not exceed 6 feet high and frozen and refrigerated products should be provided on separate pallets.
20. Perishable Grocery products will be stored in the school's Grocery coolers by the delivery person.

**Ordering/Delivery**

The selected vendor collaborates with the District over the term of the contract resulting from this RFP to procure and deliver grocery products to the District’s five (6) kitchen sites and District Warehouse. The District reserves the right to designate an alternate delivery location if the designated site cannot receive deliveries for any reason. The District also reserves the right to revise the delivery times as required. Additional product and service requirements are outlined within the RFP.

\*Orders will be placed with the vendor weekly on Monday before the week.

MVWSD Delivery Locations				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Crittenden Middle School	1701 Rock St., Mountain View, CA 94043	6am - 9am	Monday - Friday	5
Graham Middle School	1175 Castro St., Mountain View, CA 94040	7am - 10am	Monday, Wed	2

By signing below, you agree to provide the above level of service to Mountain View Whisman School District.

Gold Star Foods

Company Name (Print or Type)

Authorized Company Representative Signature

June 20, 2023

Date

Print Name: John Cho



### Special Conditions and Instructions

**Bidder Name:** Gold Star Foods

Mountain View Whisman School District requests RFPs for Grocery. The District comprises 22 schools with an average enrollment of 6,500 students. **This is a one (1) year RFP with a possibility of an additional two (2) one-year extensions. Award of this RFP will be made to a single or multiple responsive and responsible proposer who meets the terms and conditions of the RFP.**

Quantities are for twelve (12) months, from September 1, 2023, through August 31, 2024. This quantity is for information only and is not guaranteed.

1. Bid on-site-to-site deliveries. See price sheet- Attachment A to be submitted with RFP.
2. Pre-cut processed fruit and vegetables and whole fruits and vegetables shall be on a guaranteed price, or a cost plus fixed fee, as specified in the Bid Item List, for the year from August 1, 2023, through July 31, 2024, with price adjustments made only for Acts of God/Force Majeure for fixed price items. The successful proposer shall notify the District in advance so that the District may elect to order a cost-effective substitution. Bid on each item separately.
3. Products must adhere to the District's specifications as noted. Price guaranteed except for Acts of God/Force Majeure.
4. No delivery during school holidays and vacations or Saturday and Sunday. (Upon award, Child Nutrition Services will provide the vendor with school vacation and holiday schedules.)
5. All deliveries are to be placed, dropped/stored in the designated storage area at each school location during staff working hours- no overnight "dark" drops.
6. The kitchen supervisor or designee must verify all invoices.
7. Credits for sub-standard products. (Exception – no credit to the department for damaged or out-of-code products due to the fault of the customer, i.e., customer's refrigeration failure)
8. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for the proposer's best reduction of expenses, mileage, and time.
9. The District reserves the right to add or remove other products as may be needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.


Gold Star Foods

Company Name (Print or Type)

Authorized Company Representative Signature



**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>	Bids@goldstarfoods.com
<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"/>	Check if no minimum case amount for delivery is required.

**Evaluation Criteria - Attachment "3"**  
 TO BE SUBMITTED WITH PROPOSAL

<b>Evaluation Criteria</b>	<b>Description and Points Awarded</b>	<b>Points Based On</b>	<b>Max. Points</b>
Price	100% of Max Points: Lowest-priced proposal. 80% of Max Points: Second lowest-priced proposal. 60% of Max Points: Third lowest-priced proposal.	Itemized Bid List	20
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	15
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount.  50% of Max Points: Second lowest minimum delivery amount.  0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	10
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: <ul style="list-style-type: none"> <li>• Prompt responses and satisfactory resolution to requests for information and complaints &amp; issues Courtesy and responsiveness to all district personnel at all times</li> </ul>	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	15

	<ul style="list-style-type: none"> <li>• Ready access to decision-making executives and assigned point of contact.</li> <li>• Ability to meet sourcing goals</li> <li>• Fully staffed delivery driver support.</li> <li>• Timely deliveries based on requirements in RFP.</li> <li>• Timely communication of menu substitutions in advance of deliveries.</li> </ul> <p>0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</p>		
Contracting with Minority- Owned Businesses	<p>100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color).</p> <p>0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.</p>	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
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.</li> <li>• 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>	<p>- HACCP Plan or Food Security and Safety Program</p> <p>- Reference forms</p> <p>- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire</p>	5
TOTAL POINTS:			75

**By signing this, I acknowledge that I have reviewed MVWSD's evaluation criteria.**

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

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

Date of Signing: June 20, 2023

**Vendor Questionnaire - Attachment "4"**  
**TO BE SUBMITTED WITH PROPOSAL**

*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?

- Yes  
 No

If No, attach the proposed delivery schedule.

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 (unscored).

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. Delivery Specifications - Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage. (unscored)

5. Technology and Reports - Can orders be placed online or by e-mail? Please describe the ordering procedure- Can you provide invoices with Cost Plus Fixed Fee items listed with the cost and fixed fee as separate line items?

- Yes  
 No

**SEE ATTACHED**

If you answered No, is there a separate report you can provide with this information?

6. Technology and Reports - Please check off the reports that you make available to your customers:

- market reports  
 velocity reports  
 monthly statements  
 weekly price lists

Please list any additional reports available. How are customers able to access these reports?

7. Service Reliability and Past Performance - Specify the lead time required for orders to ensure a 90% fill rate (unscored).

8. Service Reliability and Past Performance - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored)

- Yes  
 No

9. 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?

10. Service Reliability and Past Performance - How many years has your company been in the Grocery distribution business?
11. Service Reliability and Past Performance - How many years has your company distributed to K-12 schools? How would you describe your company's financial stability?
12. Service Reliability and Past Performance - Which school districts with student populations greater than 7,000 does your company currently serve in the Santa Clara and Alameda Counties?
13. 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 24 months? If so, explain.
14. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? (unscored)
15. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service? (unscored)
16. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
17. Service Reliability and Past Performance - Can you meet all aspects of the Service Level Agreement as described in this RFP?
18. 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.
19. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
20. 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

**SEE ATTACHED**

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 



**GOLD STAR FOODS**

**Vendor Questionnaire - Attachment "4"  
Mountain View Whisman School District  
Child Nutrition Services, Grocery RFP#2023-24-5**

*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? Yes No If No, attach the proposed delivery schedule.**

Gold Star Foods, Inc. (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.

**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 (unscored).**

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.





## GOLD STAR FOODS

#### **4. Delivery Specifications - Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage. (unscored)**

Providing excellent customer service to our partner districts is an integral component of our service model. We collaborate with schools to identify the most efficient process for delivering/receiving product at each school site which can include moving product into storage locations.

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

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

#### **5. Technology and Reports - Can orders be placed online or by e-mail? Please describe the ordering procedure- Can you provide invoices with Cost Plus Fixed Fee items listed with the cost and fixed fee as separate line items? Yes No If you answered No, is there a separate report you can provide with this information?**

##### **Online Ordering System:**

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

##### **Can you provide invoices with Cost Plus Fixed Fee items listed with the cost and fixed fee as separate line items?**

Yes, Gold Star can provide invoices with Cost Plus Fixed Fee items listed with the cost and fixed fee as a separate line item.



## GOLD STAR FOODS

**6. Technology and Reports - Please check off the reports that you make available to your customers: market reports velocity reports monthly statements weekly price lists Please list any additional reports available. How are customers able to access these reports?**

- market reports
- velocity reports
- monthly statements
- weekly price lists.

Market reports are sent to customers to often outlining expiring items offered at a potential discount, supply chain updates, and fresh produce information. Velocity reports can be run at the customer's convenience using the online customer website portal. Gold Star's monthly statements are email automatically to the district designee. These statements are also available Weekly, or Bi-Weekly if the District payments clerk prefers more frequent billing statements.

**Please list any additional reports available. How are customers able to access these reports?**

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

**7. Service Reliability and Past Performance - Specify the lead time required for orders to ensure a 90% fill rate (unscored).**

Gold Star makes every effort to fulfill orders in their entirety and we maintain a customer dashboard to track fill rates, service rates, and all reasons for requiring a substitution. Gold Star requires a 14-day lead time to ensure a 90% fill rate. Many items are readily stocked and available with a 2-day lead time.



## GOLD STAR FOODS

### **8. 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).

### **9. 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.

### **10. Service Reliability and Past Performance - How many years has your company been in the Grocery distribution business?**

Gold Star has been in the grocery business to K-12 schools for forty-five years.

### **11. Service Reliability and Past Performance - How many years has your company distributed to K-12 schools? How would you describe your company's financial stability?**

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.

We are in good financial standing with our manufacturer partners and other service providers, which ensures that our schools will receive the right products at the right time. As our company grows, so does our impact on the local economy. Over the last 7 years, Gold Star has added more than 250 new jobs to support our school partners. Additional information pertaining to our financial stability can be requested.



## GOLD STAR FOODS

### **12. Service Reliability and Past Performance - Which school districts with student populations greater than 7,000 does your company currently serve in the Santa Clara and Alameda Counties?**

Gold Star Foods works with 650 school district customers throughout the State of California. Student enrollment data was pulled from <https://www.ed-data.org/>. This list shows the school districts with student populations greater than 7,000 in Santa Clara and Alameda Counties that Gold Star currently distributes to according to:

- Oakland Unified School District
- Fremont Unified School District
- San Jose Unified School District
- Cupertino Union School District
- Pleasanton Unified School District
- Livermore Valley Joint Unified School District
- Dublin Unified School District
- Palo Alto Unified School District
- Santa Clara County Office of Education
- Gilroy Unified School District
- New Haven Unified School District
- Alameda Unified School District
- San Lorenzo Unified School District
- Fremont Union High School District
- Evergreen Elementary School District
- Alum Rock Union Elementary School District
- Franklin-McKinley Elementary School District
- Milpitas Unified School District
- Oak Grove Elementary School District
- Castro Valley Unified School District
- Morgan Hill Unified School District
- San Leandro Unified School District
- Campbell Union High School District
- Campbell Union School District

### **13. 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 24 months? If so, explain.**

No, Gold Star has not resigned or been replaced at the will of a district during the school year within the last 24 months.



## GOLD STAR FOODS

### **14. 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.

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

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.

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

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.

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.



## GOLD STAR FOODS

**17. Service Reliability and Past Performance - Can you meet all aspects of the Service Level Agreement as described in this RFP?**

Yes, Gold Star can meet all aspects of Service Level Agreement as described in this agreement.

**18. 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.


**19. 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.

**20. 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.

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 three (3) current school district References references from Bay Area School Districts in Alameda and Santa Clara counties for contracts you have completed in the last three years that are of similar scope and complexity. An unresponsive 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. Please note that the District reserves the right to provide a reference based on reasonably recent experience with the Bidder.

**Reference # 1**

School District	Fresno USD
Contact Person & Title	Amanda Harvey, Director
Address	4480 North Brawley Avenue, Fresno, CA 93722
Telephone Number	559-457-6278
Required Number of Deliveries per Week	Drops per week - 275

**Reference #2**

School District	Manteca USD
Contact Person & Title	Sandra Amaral, Director
Address	2271 W. Louise Avenue, Manteca, CA 95337
Telephone Number	209-858-0775
Required Number of Deliveries per Week	Drops per week - 7


**Reference #3**

School District	Porterville SD
Contact Person & Title	Robert Carrila, Director
Address	900 West., Pioneer Avenue, Porterville Ca 93257
Telephone Number	559-782-7063
Required Number of Deliveries per Week	Drops per week – 3

**Non-Collusion Declaration - Attachment "6"**  
TO BE SUBMITTED WITH PROPOSAL

I, John Cho, declare that I am 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 proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Gold Star Foods
<b>Name of DISTRIBUTOR (Person, Firm, or Corporation)</b>

<b>Signature of DISTRIBUTOR's Authorized Representative</b>
John Cho, V.P. of Revenue Management
<b>Print Name &amp; Title of Authorized Representative</b>
June 20, 2023
<b>Date of Signing</b>



**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]  
Signature of Bidder's Authorized Representative

John Cho, V.P. of Revenue Management

Name & Title of Authorized Representative

June 20, 2023

Date of Signing

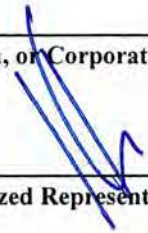
### Workers' Compensation Certificate - Attachment "8"

Labor Code §3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance to the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of §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 and will require all Subcontractors to do the same.

Gold Star Foods
<b>Name of DISTRIBUTOR (Person, Firm, or Corporation)</b>

<b>Signature of DISTRIBUTOR's Authorized Representative</b>
John Cho, V.P. of Revenue Management
<b>Print Name &amp; Title of Authorized Representative</b>
June 20, 2023
<b>Date of Signing</b>

*In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any w*

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

TO BE SUBMITTED WITH PROPOSAL

**CONTRACTOR'S CERTIFICATE  
REGARDING DRUG-FREE WORKPLACE**

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

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

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace;
  - b) The person's or organization's policy of maintaining a drug-free workplace;
  - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to aproposale by the terms of the statement.


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

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

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

DATE: June 20, 2023

Gold Star Foods  
CONTRACTOR

By:   
Signature

### Equal Opportunity Employment - Attachment "10"

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 aproposal 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: \_\_\_\_\_

## Fingerprint Clearance Certification - Attachment "11"

### **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).)

Bidder Gold Star Foods  
(Type or Print Complete Legal Name of Company)

By \_\_\_\_\_  
(Signature)

June 20, 2023  
(Date)

Name John Cho  
(Type or Print)

Title V.P. Revenue Management

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: Gold Star Foods  
Date of Entity's Contract with District: June 20, 2023  
Scope of Entity's Contract with District: \_\_\_\_\_

I, John Cho [insert name], am the V.P. Revenue Management [insert "owner" or officer title] for Gold Star Foods [insert name of business entity] ("Entity"), which entered a contract on June 20, 2023, with the District for Mountain View Whisman SD.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, 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 (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: June 20, 2023

Signature: \_\_\_\_\_  
Typed Name: John Cho  
Title: V.P. Revenue Management  
Entity: Gold Star Foods



## **Certification And Disclosure Statements - Attachment "12"**

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 proposal 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 proposal,

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 proposal 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 proposal, 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 proposal, contract renewal, or contract extension. If completed certifications are not included, the original proposal is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original proposal 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 proposal 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. (Item2 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).

**Certificate Of Independent Price Determination - Attachment "13"**  
 TO BE SUBMITTED WITH PROPOSAL


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

Gold Star Foods		Mountain View Whisman SD
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 proposing on any public contract, except as follows (provide detail):

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

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

*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.*

Signature of SFA's Authorized Representative		Title	Date

### **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.

Mountain View Whisman SD 2023-24-05 \_\_\_\_\_ 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.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Lobbying - Attachment "15"**

TO BE SUBMITTED WITH PROPOSAL


**INSTRUCTIONS:** To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original 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 sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of \$100,000:		Agreement Number:
Gold Star Foods		2023-24-05
Address of School Food Authority:		
3781 E. Airport Drive Ontario, CA 91761		
Printed Name and Title of Submitting Official:	Signature:	Date:
V.P. Revenue Management		June 20, 2023

**OR**

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

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California Department of Education School Nutrition Programs Unit  
 Child Nutrition and Food Distribution Division April 1998 Approved by OMB 0348-0046

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b> a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b> a. Initial filing b. Material change <b>FOR MATERIAL CHANGE</b>  ONLY: Year: _____ Quarter: ____
<b>4. Name and Address of Reporting Entity:</b>  Prime Subawardee Tier _____, if known  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	

<p><b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b></p>	<p><b>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>
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<p><b>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.</b></p>	<p>Signature: _____</p> <p>Print Name: <u>John Cho</u></p> <p>Title: <u>V.P. Revenue Management</u></p> <p>Telephone No: ( <u>909</u> ) <u>843-9600</u> Date: <u>June 20, 2023</u></p>
<p><b>Federal Use Only:</b></p>	<p><b>Authorized for local reproduction Standard Form - LLL</b></p>

**INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.



2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> 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 "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**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 proposing 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 proposal 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 (BRTC) 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)	BRTC (or n/a)	
Gold Star Foods	26-1340567	
By (Authorized Signature)		
Print Name and Title of Person Signing	John Cho, V.P. of Revenue Management	
Date Executed	City Approval (Signature)	(Print Name)
June 20, 2023	Ontario	John Cho

**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 proposal 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)

**Contractor's Certificate Regarding  
Alcoholic Beverage And Tobacco-Free Campus Policy - Attachment "17"**

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

DATE: June 20, 2023

Gold Star Foods  
CONTRACTOR

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



## Clean Air and Water Certification - Attachment "19"

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

### Gold Star Foods

Name of Vendor Company

#### THE VENDOR AGREES AS FOLLOWS:

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

#### THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

John Cho  
Authorized Representative

V.P. Revenue Management June 20, 2023  
Title Date

### Buy American Certification Form - Attachment "20"

Mountain View Whisman School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Mountain View Whisman School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- b) Why competitive proposal reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we Gold Star Foods, certify that only domestic commodity or food/beverage products will be supplied to Mountain View Whisman School District unless otherwise mutually agreed upon and pre-approved by Mountain View Whisman School District .

Signature



June 20, 2023

Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Vallejo School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Vallejo School District and the vendor and documented.

**China Prohibition Certification - Attachment "21"**

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

June 20, 2023

Signature

Date

END OF RFP







250	9oz	Welch's	38	USA	WELCH'S	FRUIT SNACKS MIXED	14489653587	144/1.55OZ	0.25	56.79	2,158.02
Fruit Snack Mixed Fruit	9 oz	General Mills	14	USA	GENERAL MILLS	ROLL-UP RED SUG STRAW FRUIT IW	29162	96CT	0.33	28.61	400.54
Fruit Snack Strawberry	9 oz	CS	4	USA					0.30	26.21	104.84
GLOVE CUT RESIST HD LG	LARGE	CS	2	USA					NO BID		
GLOVE NITRILE FDSRV PF BLK LRG	100 CT	CS	4	USA					NO BID		
GLOVE NITRILE FDSRV PF BLK MED	100 CT	CS	4	USA					NO BID		
GLOVE NITRILE FDSRV PF BLK XL	100 CT	CS	11	USA					NO BID		
GLOVE NITRILE FDSRV PF BLU LRG	100 CT	CS	2	USA					NO BID		
GLOVE NITRILE FDSRV PF BLU MED	100 CT	CS	14	USA					NO BID		
GLOVE NITRILE FDSRV PF BLU XL	100 CT	CS	3	USA					NO BID		
GLOVE NITRILE FDSRV PWDFREE LRG	100 CT	CS	3	USA	HANDGARDS	LARGE POWDER FREE VINYL GLOVES	438736304352413	41/100CT	0.05	48.53	145.59
GLOVE VINYL FDSRV PWDFREE MED	100 CT	CS	2	USA	HANDGARDS	MEDIUM POWDER FREE VINYL GLOVE	438743304352412	41/100CT	0.05	48.53	242.65
GLOVE VINYL FDSRV PWDFREE SML	100 CT	CS	3	USA	HANDGARDS	SMALL POWDER FREE VINYL GLOVES	438745304352411	41/100CT	0.05	48.53	171.59
GLOVE VINYL FDSRV PF LG	100 CT	CS	15	USA	HANDGARDS	LARGE POWDER FREE VINYL GLOVES	43873530304352413	41/100CT	0.05	48.53	727.95
GLOVE VINYL FDSRV PF MED	100 CT	CS	16	USA	HANDGARDS	MEDIUM POWDER FREE VINYL GLOVE	438743304352412	41/100CT	0.05	48.53	1,459.06
GLOVE VINYL FDSRV PF LG	100 CT	CS	164	USA	SMUCKERS	GRAPE JELLY	51500000764	2000.50Z	0.20	36.47	5,981.06
HONEY BREAD STICK WW	5.0Z	CS	4	USA	B&G FOODS	GRAPE JELLY	55485	6#10	0.23	23.49	61.86
JAM STRAWBERRY CUP	5.0Z	CS	20	USA					8.66	51.97	103.94
JELLY GRAPE CONCORD	#10	CS	2	USA					NO BID		
JELLY MIXED FRUIT	#10	CS	4	USA					NO BID		
JUICE APPLE 100%	1.759	CS	1,759	USA					0.00	8.38	14,740.42
JUICE CRANBERRY RASP 100%	40 125ML	CS	64	USA					0.00	8.38	536.32
JUICE FRUIT PUNCH 100%	40 125ML	CS	111	USA					0.00	8.38	930.18
JUICE ORANGE TANGERINE 100%	40 125ML	CS	1,314	USA					0.00	8.38	11,011.32
KETCHUP PACKET FCY	100 9GM	CS	104	USA					0.00	22.43	2,332.72
KIT CUTLERY SCHL SPORK MAP STW	1000 CT	CS	287	USA	DOWELL	MW SPORK NAPKIN KIT W/PLAT STRAW	V-MPPSPK1T	1000CT	0.02	19.45	5,562.15
LID CONTAINER 284 QUART	1 EA	CS	10	USA					NO BID		
LID PLAS CLR F11 5.2-0Z PRTN	24 100CT	CS	1	USA					NO BID		
LID PLAS CLR F13-4OZ PRTN CUP	20 120CT	CS	2	USA					NO BID		
LID PLAS CLR F17-12-24OZ	12 85 CT	CS	3	USA					NO BID		
LINER PAPER PAN QUILON	4850829	CS	1000	USA					NO BID		
LINER PAPER PAN QUILON NATL	6880748	CS	2	USA					NO BID		
LINER TRASH 30X36 7 ML BLK	250 20-30CS	CS	2	USA					NO BID		
LINER SODIUM ORANGE SAUCE	69143	CS	5	USA					NO BID		
LUNCH MEAT TURKEY COMBO PK SLU	1936913	CS	1	USA	JENNIE O	TURKEY COMBO PACK SLC	209503	12/1LB	1.71	51.40	257.00
MAYONNAISE LIGHT	4 1GAL	CS	2	USA	GARDEN BANNER	MAYONNAISE LITE	GB1040	4/1GL	9.85	39.59	49.07
MAYONNAISE HEAVY DUTY	4 1GAL	CS	2	USA	GARDEN BANNER	MAYONNAISE PREMIUM	GB1030	4/1GL	11.91	47.62	39.39
MAYONNAISE LITE PACKET STICK	4002432	CS	11	USA	KRAFT	MAYONNAISE SINGLE SERVE	293	200/12GR	0.30	25.83	95.24
MAYONNAISE HEAVY	3718210	CS	200	USA					0.40	31.76	1,111.60
MAYONNAISE LITE PACKET STICK	2673848	CS	210	USA					0.47	37.40	770.60
MAYONNAISE REAL	3715701	CS	4	USA					11.36	45.42	45.42
MILK SOY BARISTA PLAIN	8602359	CS	12	USA	DANNON COMPANY INC.	MILK SOY ORIGINAL	GB1030	41/1GL	0.05	19.35	56.05
MUFFIN 3.5" ENGLISH SLICED	7816467	CS	2	USA	BAKE CRAFTERS	3.5" ENGLISH MUFFIN SLICED	786	144/2OZ	0.13	97.33	5,674.16
MUFFIN CORN	7816467	CS	28	USA	BAKE CRAFTERS	MUFFIN CORN MINI WG IW	WG300	90/1.50Z	0.33	35.15	773.30
MUFFIN ENGLISH FRK SPLIT 2OZ	3297975	CS	5	USA	BAKE CRAFTERS	3.5" ENGLISH MUFFIN SLICED	786	144/2OZ	0.26	37.33	37.33
MUFFIN ENGLISH PLAIN FRK SPLIT	3297955	CS	12	USA	PAPAPITA BAKERY	3.5" MUFFIN ENGLISH SLICED WG	F5661	144/3.5OZ	0.18	25.75	25.75
MUSTARD YELLOW PACKETS	1608650	CS	6	USA	PPI	MUSTARD PACKET	716037053901	50/0.55GM	0.00	12.90	123.00
MUSTARD YELLOW PACKETS MILD	4006649	CS	5.5 GM	USA					0.12	15.07	221.40
MUSTARD YELLOW PKTS	7078320	CS	1000	USA					0.00	15.07	15.07
PIZZANADA2B	500 7GM	CS	7	USA					0.20	54.60	382.20
NADA TACO TURKEY IW	60 5OZ	CS	4	USA	SCA TISSUE	TORK UNIVERSAL NAT XPRESSNAPKIN	908EX14100908	12/500	0.19	55.50	1,498.50
NAPKIN DSPNSR 13X12 EARTH+	7352398	CS	12	USA					0.01	76.76	307.04
NOODLE CHOW MEIN	4004438	CS	2	USA					0.28	40.35	80.70
NUT MIXED	5141926	CS	48	USA					NO BID		
OIL CANOLA SAL	3222866	CS	3	USA	AVO	100% PURE CANOLA OIL	C20005	61GAL	16.97	67.89	135.78
OIL OLIVE BLEND 80/20	650009	CS	6	USA	VENTURA FOODS	OIL CANOLA OLIVE BLEND	56906	41GAL	16.64	99.81	798.48
OIL OLIVE BLEND 90/10	650010	CS	4	USA					NO BID		
OIL OLIVE BLEND 75/25	6332845	CS	4	USA	COLAVITA	CANOLA VIRGIN OLIVE BLEND	4386471139	61/1GL	22.55	135.29	135.29
OIL VEGETABLE PURE	4119061	CS	6	USA	AVO	VEGETABLE OIL	V1128	61GAL	10.84	65.02	65.02
ONION RING BEER BTR 3/8 OWNL	9263211	CS	1	USA	TASTY BRANDS	BREADED ONION RINGS WG	33504	6/5LB	5.80	39.86	347.84
ORANGE MANDARIN SECT LS	1397819	CS	6	USA	JACKPOT	MANDARIN ORANGES WHOLE LS	MOR011	6#10	6.64	39.86	79.72
ORANGE MANDRIN WHL SEC LGHT SYR	3545385	CS	5	USA	JACKPOT	MANDARIN ORANGES WHOLE LS	MOR011	6#10	6.64	39.86	199.30
PAN COATING ALLERGEN FREE	7184242	CS	6	USA					0.32	31.22	31.22
PAN COATING ARSL FOOD RELEASE	4593290	CS	1	USA					0.25	25.28	25.28
PAN FRY ALUMINUMST NONSTK WH/HD	4016164	CS	1	USA					NO BID		
Panache Blueberry WG IW	80 3.8oz	CS	25	USA					0.19	44.69	1,117.25
Panache Bow Strawberry WG IW	72 3.8oz	CS	72	USA					0.23	62.23	62.23
PANCAKE BTRMILK GRANDE 5	144 1.0Z	CS	40	USA	KRUSTEAZ	PANCAKES 4" BUTTERMILK WG	80348477115	144/1.4OZ	0.18	43.37	1,734.80
Panache Cinnamon WG IW	80 3.8oz	CS	40	USA					0.18	43.38	1,735.20
Panache Coriander Mini WG IW	72 3.0Z	CS	205	USA					0.16	35.16	7,307.60
PANCAKE GRAIN WHL 4	144 1.4OZ	CS	15	USA					0.22	43.37	650.55
Panache Maple Mini WG IW	72 3.0Z	CS	40	USA					0.16	35.16	1,406.40
PASTA MACARONI ELBOW	2 10LB	CS	24	USA	EGG0	PANCAKE MINI MAPLE WG IW	38000-92562	72/0.03OZ	1.30	26.04	624.96
PASTA RIGATONI	7857946	CS	2	USA	DAKOTA GROWERS	51% PENNE WG	5482296738752010	2/10LB	1.30	26.04	32.06
PASTA ROTINI FUSILLI	7857924	CS	18	USA					NO BID		
PASTA ROTINI FUSILLI	4552766	CS	22	USA					1.30	26.04	32.06
PASTA ROTINI SPAGHETTI	4879367	CS	5	USA					1.30	26.04	32.06
PASTA SPAGHETTI	9914276	CS	4	USA					1.32	26.37	210.96

4862983	PASTA SPAGHETTI 10 IN	CS	10 LB	2	131	\$	26.14	\$	2,827.68
2645422	PASTA TORTELLINI CHEESE PRECKO	CS	5LB	48	5.48	\$	54.77	\$	17,581.17
38162787712	PASTA GARDEN VEGGIE	CS	3.50Z	31	0.33	\$	54.81	\$	712.53
2400570	PATTY VEG VEGGIE	CS	3.40Z	51	0.34	\$	54.81	\$	2,795.31
6208880	PEPPER CHILI GRN DICED RSTD/DF	CS	27 OZ	12	0.11	\$	36.97	\$	36.97
4868566	PEPPER JALAPENO S/J FIELD RUN	CS	#10	2	5.08	\$	30.45	\$	60.90
	Pizza Cheese Galaxy WG 4" IW	CS	4.46 oz	2	0.20	\$	64.31	\$	64.31
	Pizza Pepperoni 5" Deep Dish WG IW	CS	5.63 oz	2	0.24	\$	106.09	\$	212.18
	Pizza Pepperoni Sliced WG IW	CS	5.5 oz	2	0.21	\$	105.28	\$	526.40
1000059318	PLANT BASED NUGGETS BULK	CS	10LB	15	5.01	\$	50.13	\$	751.95
1000059332	PLANT BASED TENDERS BULK	CS	10LB	15	4.37	\$	43.72	\$	655.80
	Plate 9" Paper Lightweight	CS	100 ct	4	NO BID				
1555313	PLATE FOAM HVY LAM BLK 9	CS	125CT	10	NO BID				
7227600	PLATE PAPER FBR 9IN PFSN FREE	CS	4 125 CT	3	NO BID				
7064542	PLATE PAPER MLD FBR 9	CS	4 125 CT	33	NO BID				
4210985	PLATE PAPER WH/ VERDICT 8.75	CS	4 125 CT	3	NO BID				
	Pocket Chimi Bean & Cheese Bulk	CS	60 4.5 oz	10	NO BID				
	Pocket Pizza Turkey WG IW	CS	60 4.5 oz	4	0.21	\$	55.79	\$	557.90
	Pocket Taco Turkey WG IW	CS	60 4.5 oz	4	0.18	\$	48.60	\$	198.40
	POP-TART FR'S STRWBRY WHL GR 1CT	CS	120 1.86oz	125	0.20	\$	54.80	\$	218.40
	POP-CORN PLAIN 100 CALORIE BAG	CS	120 1.78 oz	62	0.22	\$	54.60	\$	6,825.00
1230533	POPCORN WHITE CHeddar RF WG	CS	7.0Z	4	0.21	\$	45.14	\$	2,796.66
1757164	PORK BUTT BLS	CS	7#AVG	4	NO BID				225.70
1999006	POTATO BAKING IDAHO 90CT FRSH	CS	50 LB	1	0.79	\$	28.30	\$	254.70
9714213	POTATO FRY SKON COIL 1/4 SPCY	CS	5LB	1	NO BID				
2000244	POTATO FRY SPIRAL REDSTONE	CS	4 LB	38	1.61	\$	48.41	\$	774.56
6422158	POTATO FRY WDG SKON 10CT	CS	5LB	3	2.11	\$	50.58	\$	1,922.04
3099428	POTATO HBRN KCO SKLS REG CUT	CS	6 5LB	1	1.38	\$	41.25	\$	1,361.25
5021054	POTATO HBRN PTY 2.25 OZ	CS	10LB	7	1.48	\$	44.32	\$	310.24
5021054	POTATO HBRN TRIANGLE 2 OZ	CS	20 CT	1	3.24	\$	64.86	\$	64.86
5020906	POTATO HSHBROWN IQF LSE SHRED	CS	5 LB	4	0.21	\$	49.50	\$	198.00
5020997	POTATO TATER BARREL	CS	5 LB	6	2.46	\$	73.76	\$	3,245.44
5246846	POTATO TATER GEM ZERO TRANSFAT	CS	5 LB	35	NO BID				2,919.50
2328373	POTATO WEDGE SEASONED 8CT	CS	5 LB	10	1.49	\$	44.86	\$	625.24
4669089	PRETZEL TWIST GLUTEN FREE	CS	1 OZ	2	1.56	\$	46.79	\$	467.90
705	PUPUSIA Bean & Cheese GF	CS	5CT	14	NO BID				
W31100	Quesadilla Bean & Cheese WG IW	CS	2.5 CS	80	1.28	\$	51.16	\$	716.24
BCQ92	Quesadilla CHKN CHS 51% WG CN	CS	4.3 CS	20	0.27	\$	53.47	\$	2,673.50
1427935	QUESADILLA CHKN CHS 51% WG CN	CS	96 CT	12	0.47	\$	96.70	\$	1,160.40
8036964	RAVIOLI CHEESE JMB0 RND PRCKO	CS	3 1LB	3	0.88	\$	44.32	\$	84.42
2467637	RAVIOLI CHEESE SQDR PRCK	CS	3 1LB	6	4.86	\$	43.77	\$	262.62
9689688	RICE JASMINE	CS	1 25 LB	281	6.17	\$	55.55	\$	6,989.30
4671368	RICE PARBOILED PERFECT	CS	50 LB	39	NO BID				1,356.81
5848031	RISE SPANISH	CS	36 OZ	8	0.70	\$	34.79	\$	338.32
181918	ROLL DINNER WHL WHEAT IW	CS	60 3 OZ	2	0.20	\$	42.29	\$	54.64
1528415	ROLL HOUGE WHL WHEAT 8	CS	120 1 OZ	23	0.30	\$	54.84	\$	763.60
7755668	SALSA CHUNKY MED AUTHENTIC	CS	108 2.5 OZ	4	0.28	\$	33.20	\$	40.36
6040760	SALT KOSHER FLAKE COARSE	CS	4 135 OZ	3	0.15	\$	40.36	\$	64.26
4214649	SANITIZER Gelled Cheese WG IW	CS	72 4.15 oz	18	0.10	\$	3.57	\$	64.26
7006331	SANITIZER MACH LIQ ECOSAN	CS	1 GAL	2	0.24	\$	106.62	\$	3,091.96
2267649	SAUCE ALFREDO RTU	CS	1 2.95GAL	20	0.25	\$	74.35	\$	2,974.00
3712668	SAUCE BBQ BULLSEYE	CS	4 3 LB	10	NO BID				
6719512	SAUCE CHEESE JALAP QUE BUENO	CS	4 1 GAL	15	12.81	\$	51.24	\$	788.60
5480223	SAUCE ENCHILADA GRN	CS	#10	4	10.08	\$	69.49	\$	846.86
4554416	SAUCE ENCHILADA RED	CS	#10	5	0.09	\$	31.86	\$	95.58
9685910	SAUCE HABANERO HOT	CS	12 7.5 OZ	12	6.35	\$	38.11	\$	457.32
8112492	SAUCE HOT	CS	#10	1	NO BID				
7189296	SAUCE MARINARA CHUNKY	CS	#10	4	0.18	\$	21.92	\$	21.92
7524051	SAUCE ORANGE Low Sodium	CS	4 1 GAL	5	4.58	\$	27.47	\$	3,818.33
4005567	SAUCE PEPPER CAYENNE RED HOT	CS	4 1 GAL	4	1.73	\$	51.99	\$	207.96
4897641	SAUCE SOY LIGHT	CS	5 GAL	1	16.21	\$	64.84	\$	64.84
4565974	SAUCE SOY PACKET	CS	500 5 OZ	1	4.63	\$	18.50	\$	18.50
8228200	Sauce Sweet & Sour Packet No MSG	CS	500 5 OZ	1	16.32	\$	48.96	\$	48.96
3802147	SAUCE SWEET & SOUR RTU	CS	4 53.7 OZ	8	0.05	\$	12.99	\$	12.99
5102736	SAUCE SWEET AND SOUR	CS	1 10 OZ	12	0.28	\$	59.96	\$	479.68
4460871	SAUCE TABASCO HOT	CS	2 1 GAL	37	20.83	\$	62.50	\$	2,312.50
5982525	SAUCE TACO PACKET	CS	12 5 OZ	16	0.62	\$	37.22	\$	37.22
4232682	SAUCE TERYAKI B5TAGLZ FNAPL	CS	200 9 GM	17	0.01	\$	9.18	\$	156.06
5155288	SAUCE TERYAKI GLAZE	CS	4 5 GAL	2	24.29	\$	46.57	\$	97.14
6404743	SAUCE TOMATO CALIFORNIA	CS	6 5.1 LB	6	1.78	\$	56.47	\$	169.41
801007	SAUCE WING BUFFALO RTU	CS	10#	1	1.88	\$	56.47	\$	903.52
	SAUSAGE TURKEY PTY CIO 1.6OZ	CS	1 10LB	39	17.71	\$	70.84	\$	70.84
		CS			4.98	\$	49.83	\$	49.83



Item Description	Item #	Unit	CS	Manufacturer	Country	Price	Quantity	Total Price	Notes
WAFFLES MINI BLUEBERRY BASH IW	32264				USA				
WAFFLES MINI MAPLE WG IW	38000-92315				USA			3,000.50	
WATER BOTTLED SPRING	9901031	72	CS	PILLSBURY	USA	0.20	85	35.30	
WATER BOTTLED SPRING	9901031	72	CS	EGGO	USA	0.19	281	35.97	10,467.27
WIPE ANTBACTERIAL PROBE	1953686	80	CS	NIAGARA	USA	0.01	235	5.74	646.62 PLUS CRV
WIPE FDSVC FTHERM PROBE	1261357	1	CS	COOPER	USA	0.02	14	9.87	2,319.45 PLUS CRV
WRAP FOIL CUSH-FLD 13.5X24 DRY	4088027	150	CS	ECOLAB					NO BID
WRAP FOIL CUSH-FLD 14X16	4121885	5	CS	SYS CLS					NO BID
WRAP FOIL CUSH-FLD 10.5X13	2599744	1	CS	REYNOLD					NO BID
YOGURT VANILLA PARFAIT POUCH	6472502	6	CS	MCNAMRN					NO BID
				YOPLAIT					NO BID
					USA	1.30	32	31.25	1,000.00



# 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>		


**COVERAGES** **CERTIFICATE NUMBER:** 1037108918 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> 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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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.

**CERTIFICATE HOLDER****CANCELLATION**

Mountain View Whisman School District Debbie Austin, Director. Child Nutrition Director 1400 Montecito Avenue Mountain View CA 94043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## 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.	1 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>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <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) ▶ _____ <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.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>3781 EAST AIRPORT DRIVE</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>ONTARIO, CA 91761</b>		
	7 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.

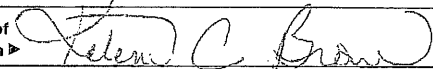
<b>Social security number</b>									
or									
<b>Employer identification number</b>									
2	6	-	1	3	4	0	5	6	7

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<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 Parham, 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



# 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



# 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
Sanchez, 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, Sambh 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



## 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

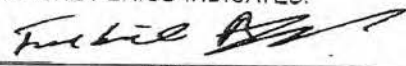
Facility ID: FA0001288  
Issued: 7/6/2022

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

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:   
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. 91764-4196



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

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
- N/O = Not observed
- N/A = Not applicable
- COS = Corrected on-site
- MAJ = Major violation
- OUT = Out of compliance

DEMONSTRATION OF KNOWLEDGE		COS	MAJ	OUT
In	N/O 1. Demonstration of knowledge; food safety certification Food Safety Cert Name: <i>Data not collected</i>			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 7. Proper hot and cold holding temperatures		4	2
In	N/O N/A 8. Time as a public health control; procedures & records		4	2
In	N/O N/A 9. Proper cooling methods		4	2
In	N/O N/A 10. Proper cooking time & temperatures		4	
In	N/O N/A 11. Proper reheating procedures for hot holding		4	
PROTECTION FROM CONTAMINATION				
In	N/O N/A 12. Returned and reservice of food			2
In	13. Food in good condition, safe and unadulterated		4	2
In	N/O N/A 14. Food contact surfaces: clean and sanitized		4	2

FOOD FROM APPROVED SOURCES		COS	MAJ	OUT
In	15. Food obtained from approved source		4	
In	N/O N/A 16. Compliance with shell stock tags, condition, display			2
In	N/O N/A 17. Compliance with Gulf Oyster Regulations			2
CONFORMANCE WITH APPROVED PROCEDURES				
In	N/A 18. Compliance with variance, specialized process, and HACCP Plan			2
CONSUMER ADVISORY				
In	N/O N/A 19. Consumer advisory provided for raw or undercooked foods			2
HIGHLY SUSCEPTIBLE POPULATIONS				
In	N/A 20. Licensed health care facilities/public and private schools; prohibited foods not offered		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
	Not In Compliance
	Violation Reference -

**Inspector Comments:** 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.

**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

 <b>GOLD STAR FOODS</b>	<p style="text-align: center;">SQF 12.6 Storage &amp; Transport</p>	<p style="text-align: center;">DOCUMENT # 12.6.1 – 12.6.5</p>
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>
Prepared By: <b>Jaime Anguiano</b>	Approved By: <b>Pedro Osorio</b>	Page 1 of 7

**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>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>
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	<b>Page 2 of 7</b>

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

 <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>
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Department: <b>ALL Departments</b>		Revision #	<b>6</b>
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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:

 <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> 1/25/2022
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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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2. Contact Supervisor if off odors is detected.

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1. All products are sealed/locked and secured
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3. Product containers are clean and free from contamination
4. Report any damage immediately

 <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>
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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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<b>Rev #</b>	<b>Issue Revision Date</b>	<b>Revised By</b>	<b>Reason for Revision</b>
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 2.6</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>
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### 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

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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

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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.

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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 (ten 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 all 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. This 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.

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- 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 model 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.

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<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

## 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, Brianne 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 to ensure</b> 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	



 GOLD STAR FOODS	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.

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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

	<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:**

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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

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## Introduction to HACCP

### Introduction:

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

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

The benefits of the HACCP system are as follows:


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

### Scope:

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

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


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

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## Definitions

<b>TERM</b>	<b>DEFINITION</b>
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.



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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.

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

	<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>
Prepared By: <b>Jaime Anguiano</b>	Approved By: <b>Pedro Osorio</b>		<b>Page 1 of 5</b>

### 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:


NAME	POSITION	CONTACT	RESPONSIBILITIES
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

	<b>GOLD STAR FOODS</b>	<b>SQF 2.7</b> <b>Food Defense and Food Fraud</b>	<b>DOCUMENT # 2.7.1</b>
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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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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.

	<b>GOLD STAR FOODS</b>	<b>SQF 2.7</b> <b>Food Defense and Food Fraud</b>	<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>
Prepared By: <b>Jaime Anguiano</b>	Approved By: <b>Pedro Osorio</b>	<b>Page 4 of 5</b>	

**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



GOLD STAR FOODS

Buy American Provision  
7 *CFR* 210.21(d)

Gold Star Foods aims to support our Child Nutrition Partners to comply with the Federal, State, and Local requirements of the Child Nutrition Programs. Title 7, Code of Federal Regulations, Section 210.21(d) requires that school districts purchase, to the maximum extent possible, domestic commodities or products.

As a K-12 dedicated solutions provider and distributor, Gold Star provides manufacturer Buy American affidavit letters on our website. For our produce partners, Gold Star provides a monthly update providing a list of domestic and non-domestic available produce. This affords each school district the opportunity to select items to ensure full compliance.





# 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



## 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 Chimam, 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

	<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 1 of 6


### 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

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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

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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.



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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 (ten 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 all 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. This 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.

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- 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 model 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>		Approved By: <b>Pedro Osorio</b>
Prepared By: <b>Jaime Anguiano</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

## 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, Brianne 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	<u>E-mail MUST be followed by a Phone call to Richie Cabrera and Pedro Osorio</u> 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	

	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.

	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>	
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Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b> <span style="float: right;">Page 3 of 4</span>	

**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

	<b>GOLD STAR FOODS</b>	<b>SQF 2.4</b> Food Safety System	<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>
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 2 of 6</b>

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

	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> <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>	<b>Page 4 of 6</b>

## Definitions

<b>TERM</b>	<b>DEFINITION</b>
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.

	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 5 of 6</b>


**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>
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Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	<b>Page 6 of 6</b>

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

	<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>
Prepared By: <b>Jaime Anguiano</b>	Approved By: <b>Pedro Osorio</b>		<b>Page 1 of 5</b>

**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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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.



GOLD STAR FOODS

SQF 2.7  
Food Defense and Food Fraud

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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

1WG = Whole Grain, IW = Ind. Wrapped

MFG ITEM # (if similar, list in column K)	PACK	SIZE (VOLUME)	UNIT	BRAND (or similar, list in column I)	Quantity	New Quantity (if converting pack size)	Identify Product is (City/State/Country)	Show Conversion Math if using other than specified package or volume	Identify Brand if quoting a like item	Item Description if quoting a like item	Manuf. Item Number if quoting like item	Case Pack Information if quoting like item	Show math used for pack size conversion (if applicable)	Cost per Size (measuremen in column D)	Case Cost	Extended Cost	NOTES
60585	384	08 OZ	CS	CHEFONE	18	17	USA	= (H*3C)/03	SCHWANS FOOD SERVICE INC	DUMPLING CHIX & VEGGIE WW	60585	8/2 SLB	\$ 0.02	\$ 64.20	\$ 1,091.40		
60586	120	1 OZ	CS	JMDTOLS	19	19	USA		O TASTY	VEGETABLE & CHKN POTSTICKER	44717	6/2 SLB	\$ 0.47	\$ 55.84	\$ 1,052.86		
60587	150	08 OZ	CS	CHEFONE	4	4	USA						\$ 3.08	\$ 36.96	\$ 147.84		
60588	600	2oz	CS	Jermi-o	2	2	USA						\$ 0.92	\$ 110.60	\$ 221.20		
8252884	1000	2000CT	CS	BAGCRBT	58	58	USA		HANDGARDS	10"X14" FREEZER STORAGE BAG	437038303679975	1/1000CT		NO BID			
2376814	1	2000CT	CS	BAGCRBT	16	16	USA							NO BID			
458974	1	1000CT	CS	SYS CLS	13	13	USA							NO BID			
7048954	250	20x24"	CS	UPOLY	4	4	USA							NO BID			
0974624	12	1000CT	CS	BKRSCLS	10	2	USA	= (H*3C)/03	TONY ROBERTS	BAGEL PLAIN SLICED BULK	11321	72/50Z	\$ 0.32	\$ 23.16	\$ 46.36		
4014973	12	6 CT	CS	BKRSCLS	74	12	USA	= (H*3C)/03	TONY ROBERTS	BAGEL PLAIN SLICED BULK	11321	72/50Z	\$ 0.29	\$ 21.07	\$ 252.84		
4383071	12	6 CT	CS	Lender's	398	65	USA	= (H*3C)/03	TONY ROBERTS	BAGELS SLICED WHEAT WG WW IW	19232	72/230Z	\$ 0.41	\$ 29.22	\$ 1,926.52		
5844220	6	#10	CS	CASACLS	53	4	USA		LODI CANNING CO	BEANS BLACK LS	2011	6#10	\$ 4.64	\$ 27.85	\$ 1,476.05		
4068462	6	#10	CS	BUSH	4	4	USA		LODI CANNING CO	BEANS BLACK LS	2011	6#10	\$ 4.64	\$ 27.85	\$ 1,476.05		
3362274	6	#10	CS	SYS CLS	4	4	USA		LODI CANNING CO	BEANS DARK RED KIDNEY LS	2088	6#10	\$ 4.97	\$ 29.80	\$ 1,114.40		
682743228	48	8OZ	CS	CASACLS	46	5	USA		LODI CANNING CO	PEAK PINTOS BEANS	166664100	25LB	\$ 1.10	\$ 22.03	\$ 154.21		
5410826	60	2.5 OZ	CS	PURE LIFE	36	15	USA	= (H*3C)/03	GOLD STAR FOODS	4" 51% HAMBURGER BUNS WWW	F2176	144CT	\$ 0.02	\$ 7.98	\$ 39.90	PLUS CRV	
3761881	12	6 CT	CS	BRLGLS	2	2	USA		PAPAPITA BAKERY	HOAGIE SPLIT TOP 6" WW 51%	3640	18/6CT	\$ 0.34	\$ 24.68	\$ 49.36		
1213313	64	3.7OZ	CS	BKRSIMP	6	4	USA		PAPAPITA BAKERY	SANDWICH BREAD 51% WG	F1480	15/2ASL	\$ 0.10	\$ 28.25	\$ 113.00		
6428247	12	24 OZ	CS	BKRSCLS	63	26	USA	= (H*3C)/03	SHANNONS	ROLL CIABATTA 51% SLICED WW	SB-480	144/2OZ	\$ 0.30	\$ 54.64	\$ 1,420.64		
8508349	8	80 CT	CS	HIGHBAK	4	1	USA	= (H*3C)/03	THE POPCORN MAN	BREAD FOCACCIA CHEESE	CCW1	200Z/5OZ	\$ 0.30	\$ 144.97	\$ 144.97		
8040511	24	12 CT	CS	HIGHBAK	18	2	USA	= (H*3C)/03	BAKE CRAFTERS	BUN FUN SLIDER	519	28#1/1OZ	\$ 0.23	\$ 65.15	\$ 130.30		
8921256	12	8 CT	CS	OVNFRSH	22	2	USA	= (H*3C)/03	GOLD STAR FOODS	5" BUN HOTDOG 51% WG	F349	144CT	\$ 0.41	\$ 29.86	\$ 59.72		
5482908	12	8 CT	CS	TURANO	1	1	USA	= (H*3C)/03	GOLD STAR FOODS	4" 51% HAMBURGER BUNS WWW	F2176	144CT	\$ 0.32	\$ 30.33	\$ 30.33		
7044774	96	5.45OZ	CS	LOSCARO	57	4	USA		MORNINGSTAR (KELLOGGS)	PATTY GARDEN VEGGIE	38162787712	48/3.5OZ	\$ 0.46	\$ 54.81	\$ 328.86		
8052031	48	5.85 oz	CS	FRANLDO	15	9	USA	= (H*3C)/03	FERNANDOS	BURRITO BEAN & CHEESE WG IW	33212	96/4.5OZ	\$ 0.15	\$ 78.85	\$ 4,494.45		
7226875	96	5.35OZ	CS	LOSCARO	4	5	USA	= (H*3C)/03	MICHAEL B'S BESTWAY	BURRITO VEGAN BEANS RICE IW	V6788	80/5.66OZ	\$ 0.28	\$ 95.87	\$ 958.45		
7485170	30	1 LB	CS	WHLFIMP	2	2	USA	= (H*3C)/03	GRASSLAND	SOLID UNSALTED BUTTER	10038703100	36/1LB	\$ 4.32	\$ 129.60	\$ 454.30		
45576	80	5.5 oz	CS	Burea's Veda	23	6	USA						\$ 0.21	\$ 60.37	\$ 2,076.51		
9614202	96	1.42OZ	CS	GENERAL MIL	65	19	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	General Mills	19	4	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	General Mills	56	9	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	2.0Z	CS	GM	58	10	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	GM	206	5	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	General Mills	173	2	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	NAT VLY	5	1	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	KELLOGG	2	2	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	KELLOGG	2	2	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	General Mills	207	30	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	General Mills	159	159	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	General Mills	89	10	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	General Mills	237	35	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	General Mills	63	63	USA						\$ 0.22	\$ 30.43	\$ 2,586.55		
9614202	96	1.42 oz	CS	BRLRLCS	22	15	USA	= (H*3C)/03	LAND O LAKES	160 SL AMERICAN CHEESE YELLOW	46255	6/5#-160CT	\$ 4.02	\$ 80.37	\$ 1,205.57		
9614202	96	1.42 oz	CS	CASAMP	9	9	USA		GREAT LAKES	FEATHER SHRED CHeddar COL	99803	4/5LB	\$ 3.15	\$ 63.03	\$ 378.18		
9614202	96	1.42 oz	CS	SCHREBER	209	2	USA	= (H*3C)/03	LAND O LAKES	CHEESE STICKS MILD CHeddar	44880	168/1OZ	\$ 0.75	\$ 56.47	\$ 115.94		
9614202	96	1.42 oz	CS	PHILA	125	100	USA		GREEN MOUNTAIN	LIGHT CREAM CHEESE CUPS	FG83407	100/1OZ	\$ 0.28	\$ 21.43	\$ 4,478.87		
9614202	96	1.42 oz	CS	Philadelphia	10	1	USA		GREEN MOUNTAIN	REGULAR CREAM CHEESE CUPS	FG83405	100/1OZ	\$ 0.21	\$ 21.43	\$ 2,678.75		
9614202	96	1.42 oz	CS	BRLRIMP	16	8	USA		BONGARDS	REGULAR CREAM CHEESE CUPS	FG83405	100/1OZ	\$ 0.21	\$ 21.43	\$ 2,678.75		
9614202	96	1.42 oz	CS	CASAMP	9	9	USA						\$ 4.91	\$ 58.91	\$ 942.56		
9614202	96	1.42 oz	CS	ARZEMP	4	4	USA		LAND O LAKES	STRING CHEESE IW	59701	168/1OZ	\$ 0.25	\$ 42.42	\$ 169.68		
9614202	96	1.42 oz	CS	ARZEMP	3	5	USA	= (H*3C)/03	LAND O LAKES	SHRED MOZZARELLA CHEESE	41698	4/5# PCH	\$ 2.09	\$ 62.76	\$ 313.80		
9614202	96	1.42 oz	CS	ARZEMP	3	2	USA	= (H*3C)/03	PACKER LABEL	SHREDDED PARMESAN CHEESE	24144-5402137	4/5LB	\$ 5.99	\$ 99.86	\$ 187.72		
9614202	96	1.42 oz	CS	Frito Lay	6	4	USA	= (H*3C)/03	CHEETOS	CHEETOS PUFFS RF WG	21910	72/1OZ	\$ 0.28	\$ 20.76	\$ 107.12		
9614202	96	1.42 oz	CS	TYSON	5	3	USA	= (H*3C)/03	TYSON	WG ON CRISPY TENDERS	10703340828	4/7.95LB	\$ 7.89	\$ 78.93	\$ 236.79		



Item	Unit	CS	Weight's	38	USA	WELCH'S	14491655387	14411550Z	Price
Fruit Snack Mixed Fruit	250 9oz	CS	Welch's	22	USA	General Mills			\$ 0.25
Fruit Snack Scooby Doo	96 9 oz	CS	General Mills	14	USA				\$ 56.79
Fruit Snack Strawberry	4 9 oz	CS		4	USA		29162	96CT	\$ 28.61
GLOVE CUT RESIST HD LG	1 LARGE	CS	BESTVAL	2	USA				\$ 0.30
GLOVE NITRILE FDSRV PF BLK LRG	10 100 CT	CS	SVS CLS	4	USA				NO BID
GLOVE NITRILE FDSRV PF BLK MED	10 100 CT	CS	SVS CLS	4	USA				NO BID
GLOVE NITRILE FDSRV PF BLK XL	10 100 CT	CS	SVS CLS	7	USA				NO BID
GLOVE NITRILE FDSRV PF BLU LRG	10 100 CT	CS	SVS CLS	2	USA				NO BID
GLOVE NITRILE FDSRV PF BLU MED	10 100 CT	CS	SVS CLS	2	USA				NO BID
GLOVE NITRILE FDSRV PF BLU XL	10 100 CT	CS	SVS CLS	14	USA				NO BID
GLOVE VINYL FDSRV PWDIFREE LRG	10 100 CT	CS	SVS CLS	3	USA				NO BID
GLOVE VINYL FDSRV PWDIFREE MED	10 100 CT	CS	SVS CLS	2	USA				NO BID
GLOVE VINYL FDSRV PWDIFREE SML	10 100 CT	CS	SVS CLS	5	USA				NO BID
GLOVE VINYL FDSRV PF LG	10 100 CT	CS	SVS REL	1	USA				NO BID
GLOVE VINYL FDSRV PF LG	10 100 CT	CS	SVS REL	6	USA				NO BID
GLOVE VINYL FDSRV PF LG	10 100 CT	CS	SVS REL	15	USA				NO BID
GLOVE VINYL FDSRV PF LG	10 100 CT	CS	SHANNONS	30	USA				NO BID
HONEY BREAD STICK W/ MED	180 10Z	CS	SMUCKER	164	USA				\$ 0.20
JAM GRAPE NAT CUP	200 5.0Z	CS	SMUCKER	4	USA				\$ 0.15
JAM STRAWBERRY CUP	200 5.0Z	CS	SMUCKER	20	USA				\$ 0.23
JELLY GRAPE CONCORD	6 #10	CS	SVS CLS	2	USA				\$ 8.66
JELLY MIXED FRUIT	6 #10	CS	SVS CLS	4	USA				NO BID
JUICE APPLE 100%	1,759 40 125ML	CS	APPLVLE	4	USA				\$ 0.00
JUICE CRANBERRY RASP 100%	40 125ML	CS	APPLVLE	64	USA				\$ 0.00
JUICE FRUIT PUNCH 100%	40 125ML	CS	APPLVLE	111	USA				\$ 0.00
JUICE ORANGE TANGERINE 100%	40 125ML	CS	APPLVLE	1,314	USA				\$ 0.00
JUICE ORANGE TANGERINE 100%	5845385	CS	APPLVLE	1,314	USA				\$ 0.00
KETCHUP PACKET FCY	1000 9 GM	CS	HEINZ	104	USA				\$ 0.00
KIT CUTLERY SCHL SPORK NAP STW	1706213	CS	DOWELL	287	USA				\$ 0.02
LID CONTAINER 284 QUART	4057410	CS	CAMBRO	10	USA				NO BID
LID PLUS CLR F71 5.2 OZ PRTN	24 100CT	CS	SVS IMP	1	USA				NO BID
LID PLUS CLR F73 4 OZ PRTN CUP	20 120CT	CS	SVS IMP	2	USA				NO BID
LID PLUS CLR F74 4 OZ PRTN CUP	12 85 CT	CS	ERTHRLS	3	USA				NO BID
LINER PAPER PAN OILON	1000 17X25	CS	PATPCFC	2	USA				NO BID
LINER PAPER PAN OILON NATL	6800748	CS	PATPCFC	4	USA				NO BID
LINER TRASH 30X36 7 ML BLK	4274775	CS	SVS CLS	250	USA				NO BID
LOW SODIUM ORANGE SAUCE	69143	CS	MINH	5	USA				\$ 1.71
LUNCH MEAT TURKEY COMBO PK SLI	1939913	CS	FOSTRFM	1	USA				\$ 51.40
MAYONNAISE DRESSING CHL FREE LITE	4 116398	CS	SVS IMP	2	USA				\$ 4.09
MAYONNAISE HEAVY DUTY	4002432	CS	SVS REL	2	USA				\$ 9.85
MAYONNAISE LITE	20718210	CS	KRAFT	11	USA				\$ 11.91
MAYONNAISE LITE PACKET STICK	2673848	CS	BESTFDS	35	USA				\$ 0.30
MAYONNAISE PACKET STICK	2673855	CS	BESTFDS	19	USA				\$ 0.40
MAYONNAISE REAL	3716701	CS	KRAFT	1	USA				\$ 31.76
MILK SOY BARISTA PLAIN	6923539	CS	PACIFIC	4	USA				\$ 0.47
MILK SOY PROTEA BEIGE 15IN	3781614	CS	STSCO	2	USA				\$ 11.36
MUFFIN CORN	144 20Z	CS	BAKE CRAFT	6	USA				\$ 0.05
MUFFIN ENGLISH FRK SPLIT 20Z	7814647	CS	BKRSCLP	152	USA				NO BID
MUFFIN ENGLISH PLAIN FRK SPLIT	3257975	CS	BKRSCLP	22	USA				\$ 0.13
MUFFIN ENGLISH PLAIN FRK SPLIT	3257975	CS	BKRSCLP	12	USA				\$ 0.33
MUSTARD YELLOW PACKETS	3257989	CS	BKRSCLP	5	USA				\$ 0.26
MUSTARD YELLOW PACKETS MILD	1608950	CS	HSRCLLS	6	USA				NO BID
MUSTARD YELLOW PKTS	4008649	CS	HEINZ	18	USA				NO BID
MUSTARD YELLOW PKTS	7078320	CS	FRENCHS	1	USA				NO BID
MUSTARD YELLOW PKTS	7078320	CS	FRENCHS	7	USA				NO BID
NADA PIZZA TURKEY BULK	60 4.5OZ	CS	BELL TASTY	27	USA				\$ 0.12
NADA TACO TURKEY 1W	60 5OZ	CS	ERTHRLS	4	USA				\$ 0.00
NAPKIN DSPNSR 13X12 EARTH+	7352388	CS	LA CHOY	2	USA				\$ 0.20
NOODLE CHOW MEIN	6 24 OZ	CS	NUTHYST	3	USA				\$ 0.01
NUT MIXED	5141926	CS	NUTHYST	3	USA				\$ 0.28
OIL CANOLA SAL	3222686	CS	SVS CLS	4	USA				NO BID
OIL OLIVE BLEND 80/20	650009	CS	AREZCLS	4	USA				\$ 16.97
OIL OLIVE BLEND 80/10	650010	CS	AREZCLS	5	USA				\$ 16.64
OIL OLIVE CANOLA EVO 75/25	6332845	CS	AREZCLS	4	USA				NO BID
OIL VEGETABLE PURE	4119091	CS	AREZCLS	5	USA				NO BID
ONION RING BEER BTR 3/8 OVNBL	9263211	CS	SVS CLS	1	USA				\$ 22.55
ORANGE MANDARIN SECT LS	1397819	CS	SVS CLS	1	USA				\$ 10.84
ORANGE MANDRN WHL SEC LGHT SVR 3548395	6 #10	CS	DOLE	4	CHINA				\$ 5.80
PAN COATING ALLERGEN FREE	7184242	CS	VEGLENE	6	USA				\$ 6.64
PAN COATING ARSI FOOD RELEASE	4853290	CS	PAM	1	USA				\$ 0.32
PAN FRY ALUMINUM ST NONSTK WHRD	4018184	CS	LINCOLN	1	USA				\$ 0.32
Pancake Blueberry WG 1W	80 3oz	CS	The Max	25	USA				\$ 0.25
Pancake Blueberry WG 1W	72 3.8 oz	CS	Buena Vista	1	USA				NO BID
PANCAKE BTR MILK GRANDE S	9238445	CS	SVS CLS	40	USA				\$ 0.19
Pancake Cinnamon WG 1W	80 3oz	CS	The Max	40	USA				\$ 0.23
Pancake Corned Mini WG 1W	72 3oz	CS	Eggp	205	USA				\$ 0.18
PANCAKE GRAN WHL 4	144 1.4OZ	CS	KRSTDAZ	15	USA				\$ 0.16
Pancake Maple Mini WG 1W	72 3oz	CS	KRSTDAZ	15	USA				\$ 0.16
PASTA MACARONI ELBOW	2 10 LB	CS	BARILLA	24	USA				\$ 0.22
PASTA PENNE RIGATE	2 10 LB	CS	BARILLA	2	USA				\$ 0.22
PASTA RIGATONI	2 10 LB	CS	BARILLA	2	USA				\$ 0.22
PASTA ROTINI FUSILLI	2 10 LB	CS	BARILLA	2	USA				\$ 0.22
PASTA ROTINISPIRAL	4552786	CS	BARILLA	18	USA				\$ 1.30
PASTA SPAGHETTI	4 5 LB	CS	DECECCO	8	USA				\$ 1.30
PASTA SPAGHETTI	9914276	CS	DECECCO	5	USA				\$ 1.32
FRUIT SNACKS MIXED	14491655387								
ROLL-UP RED SUG STRAW FRUIT 1W	29162								
LARGE POWDER FREE VINYL GLOVES	438736304382413								
MEDIUM POWDER FREE VINYL GLOVE	43874330304382412								
SMALL POWDER FREE VINYL GLOVES	43874530304382411								
LARGE POWDER FREE VINYL GLOVES	43873630304382413								
MEDIUM POWDER FREE VINYL GLOVE	43874330304382412								
GRAPE JELLY	5150000764								
GRAPE JELLY	55485								
TURKEY COMBO PACK SLC	209503								
MAYONNAISE LITE	GB1040								
MAYONNAISE PREMIUM	GB1030								
MAYONNAISE SINGLE SERVE	293								
MAYONNAISE PREMIUM	GB1030								
MILK SOY ORIGINAL	139818								
3.5" ENGLISH MUFFIN SLICED	786								
MUFFIN CORN MINI WG 1W	WG300								
3.5" ENGLISH MUFFIN SLICED	786								
MUSTARD PACKET	F5861								
MUSTARD PACKET	716037053901								
TORK UNIVERSAL NAT XPRESSMAPKIN	908EX111009608								
100% PURE CANOLA OIL	C20005								
OIL CANOLA OLIVE BLEND	56606								
CANOLA VIRGIN OLIVE BLEND	438647L139								
VEGETABLE OIL	V1128								
BREADED ONION RINGS WG	6/5LB								
MANDARIN ORANGES WHOLE LS	MOR011								
MANDARIN ORANGES WHOLE LS	MOR011								
PANCAKES 4" BUTTERMILK WG	80348477115								
PANCAKE MINI MAPLE WG 1W	38000-92582								
51% PENNE WG	5482296738792010								
ROTTINI NOODLES	2RTN								
20" SPAGHETTI	ZSPA								

4862983	2	10 LB	CS	LABELLA	112	USA	COSTA MACARONI MFG	10' SPAGHETTI	2CSFA	20LB	1.31	26.14	2,927.68
2645422	321	5LB	USA	ANG MIA	321	USA	ANGELA MIA	PASTA TORTELLINI CHEESE FC	8761520401	2/5LB	5.48	54.77	17,951.17
38162719712	48	3.5OZ	CS	MORNINGSTA	13	USA					0.33	54.81	712.53
2400570	51	4.0Z	CS	GRONBRG	51	USA					0.34	36.97	2,795.31
6286880	12	27 OZ	CS	CASACLS	1	USA		DICED GREEN CHILES	5114	122BZOZ	0.11	30.45	36.90
4965596	6	#10	CS	SY5 REL	2	USA		SLICED JALAPENOS	DS00115	6#10	5.08	30.45	60.90
	72	4.46 oz	CS	Tony's	10	USA					0.20	106.09	212.18
	80	5.63 oz	CS	Wild Mike's	2	USA					0.24	105.28	528.40
	80	5.5 oz	CS	Wild Mike's	5	USA					0.21	50.13	751.95
1000065918	15	10LB	USA	TYSON	15	USA	MORNINGSTAR (KELLOGGS)	NUGGETS VEGGIE CHIKN CN VEGAN	38163187762	212/5OZ	4.37	43.72	665.80
1000065932	15	10LB	USA	Empress	15	USA	REBELLYOUS	KICKIN' TENDERS	KTFC21	2/5LB	NO BID		
155313	10	125CT	CS	SY5 CLS	10	USA					NO BID		
7227600	3	125 CT	CS	EARTHCH	3	USA					NO BID		
7064542	33	125 CT	CS	ERTHLS	33	USA					NO BID		
4210985	3	125 CT	CS	CHINET	3	USA					NO BID		
	40	4.5 oz	CS	Tasty Naida	40	USA					0.21	55.79	557.90
	60	4.5 oz	CS	Tasty Naida	4	USA					0.18	49.60	198.40
	60	4.5 oz	CS	Tasty Naida	42	USA					0.20	54.60	216.40
	62	1.68OZ	CS	KELLOGG	62	USA					0.22	45.14	2,796.68
	5	1.76 oz	CS	SKINPOP	5	USA					0.21	46.14	225.70
120	4	7 OZ	CS	SMART FOOD	4	USA					NO BID		
1230533	72	0.5OZ	CS	BIBINPM	72	USA					NO BID		
28400309004	1	7#AVG	CS	IMPRFSH	5	USA					NO BID		
1009465	2	1009465	CS	MCCAIN	2	USA					1.11	48.41	774.56
1898006	6	4 LB	CS	SY5 IMP	38	USA					2.61	50.56	1,922.04
2000244	6	5 LB	CS	SY5 CLS	33	USA					1.38	41.25	1,361.25
6422158	1	10LB	CS	SIMPLOT	7	USA					1.48	44.32	310.24
3098428	1	20 CT	CS	SY5 CLS	1	USA					3.24	64.86	64.86
5021210	12	20 CT	CS	SY5 IMP	4	USA					0.21	49.50	198.00
5021054	6	5 LB	CS	SY5 IMP	44	USA					2.46	73.76	3,245.44
5020987	6	5 LB	CS	SY5 IMP	35	USA					1.82	57.70	2,019.50
5246846	6	5 LB	CS	SIMPLOT	14	USA					1.49	44.66	625.24
2328373	6	5 LB	CS	MCCAIN	10	USA					1.56	46.79	467.90
4669089	48	1 OZ	CS	GLUTINO	2	USA					NO BID		
703	5CT	5CT	CS	DEL REAL	14	USA					1.28	51.16	716.24
731100	80	2.5 CS	CS	Rose and Shore	30	USA					0.27	53.47	2,673.50
RC092	48	96 CT	CS	Michael B's Ber	20	USA					0.47	96.70	1,160.40
1427835	1	3 LB	CS	COVGRILL	2	USA					0.88	84.42	84.42
8036964	3	3 LB	CS	ARZEMPI	6	USA					4.86	43.77	262.62
2467637	1	25 LB	CS	ARZCL3	281	USA					6.17	55.55	6,896.30
6671388	1	50 LB	CS	JDMTCL3	2	USA					NO BID		
5846031	6	36 OZ	CS	SY5 IMP	39	USA					0.70	34.79	1,356.81
1819	60	1 OZ	CS	BR3CL3	2	USA					0.30	42.29	336.32
1541889	120	1 OZ	CS	SHANNON	1	USA					0.30	54.64	54.64
1626415	108	2.5 OZ	CS	SHANNON	23	USA					0.28	33.20	765.60
7779369	4	135 OZ	CS	CASACLS	3	USA					0.15	40.96	40.96
6040760	12	3 LB	CS	SAKCSLS	2	USA					NO BID		
	72	4.19 oz	CS	Bake Crafters	40	USA					0.10	3.57	64.26
	4	1 GAL	CS	ECOLAB	2	USA					0.24	106.62	3,091.98
	4	1 GAL	CS	ECOLAB	2	USA					0.25	74.35	2,974.00
	4	2.5GAL	CS	GLD LDL	10	USA					NO BID		
	4	1 GAL	CS	BULLEYE	15	USA					NO BID		
	6	#10	CS	CHFMATE	14	USA					12.81	51.24	766.60
	12	28 OZ	CS	LAS PAL	15	USA					10.08	60.49	846.86
	6	#10	CS	LAS PAL	12	USA					0.09	31.88	95.58
	12	7.5 OZ	CS	MEZZETA	1	USA					6.35	38.11	457.32
	12	10 OZ	CS	TAPATIO	1	USA					NO BID		
	6	#10	CS	FULLRED	139	USA					0.18	21.92	21.92
	5	6 LB	CS	FRANKS	4	USA					4.58	27.47	3,818.33
	4	1 GAL	CS	KIKOMAN	1	USA					1.73	51.99	207.96
	4	1 GAL	CS	KIKOMAN	1	USA					16.21	64.84	64.84
	6	5 GAL	CS	KIKOMAN	1	USA					4.63	18.50	18.50
	4	5 OZ	CS	LUCKY	1	USA					16.32	48.96	48.96
	500	5 OZ	CS	LUCKY	1	USA					0.05	12.89	12.89
	4	5.37 OZ	CS	MINOR	12	USA					0.28	59.96	479.68
	6	1 GAL	CS	SY5 IMP	8	USA					20.83	62.50	2,312.50
	2	1 GAL	CS	SY5 IMP	16	USA					NO BID		
	12	5 OZ	CS	TABASCO	1	USA					0.62	37.22	37.22
	200	9 GM	CS	PP1	17	USA					0.01	9.18	156.06
	4	5 GAL	CS	MINOR	2	USA					24.29	48.57	97.14
	6	5.3 LB	CS	KIKOMAN	3	USA					1.78	56.47	169.41
	6	5 LB	CS	KIKOMAN	16	USA					1.88	56.47	903.52
	6	108	CS	FULLRED	2	USA					4.34	26.05	52.10
	4	1 GAL	CS	FRANKS	1	USA					17.71	70.84	70.84
	1	10LB	CS	SY5 CLS	39	USA					4.86	49.83	49.83



Item	700804	10 LB	CS	SYSCLS	15	1	USA	(H <sup>3</sup> C <sup>3</sup> )O3	JENNIE O	SAUSAGE LINK TURKEY FC	614003	16001.02OZ	5.08 \$	50.76 \$	50.76	
SAUSAGE TURKEY SKLS LK CK 8OZ				GENERAL MIL	1		USA									
SCOOBY DOO FRUIT SNACKS	11510	9OZ	CS	KEEBLER	1		USA									28.61
SCOOBY DOO GRAHAM STIX IW	30100-50688	21O	CS		1		USA									54.86
SEASONING FRUIT TAJIN	7026886	6 32 OZ	CS	TAJIN	3		MEXICO									161.85
SEASONING TACO POUCH	4177515	1 11 OZ	CS	MC CORM	1		USA			PREMIUM RST TACO SEASONING MIX	547200/V411-D8190	69OZ				24.49
SHARPER-KNIFE	5432347	EA	CS	MRBARIQ	2		USA									NO BID
SNACK BAR BLUE/LEMON CRISP	4504144	108	CS	DARLUNG	8		USA									243.44
SNACK BAR GRANOLA OATS N HNY	11582000	4 38 CT	CS	NAT VLY	11		USA			OATS N HONEY BAR	1600011582	144/74OZ				32.21
SNACK BAR GRANOLA OAT&HNY 2PK	16000-33530	108 1.5 OZ	CS	NAT VLY	4		USA									236.96
SNACK CHEDDAR AGED WHT	3136961	24 5 OZ	CS	PIRIBOY	3		USA			WHITE CHEDDAR PUFF	81660112/668149	600/5OZ				93.09
SNACK CHIP VEG	8810121	64 1 OZ	CS	GOODHLT	35		USA									NO BID
SNACK FRUIT BY THE FOOT 75OZ	7190007	22 75 OZ	CS	GM	22		USA									57.62
SNACK MIX CHEX CHRDR SIMPLY	1899077	60 92 OZ	CS	GM	24		USA									646.08
SNACK MIX CHEX TRDTNL FLVR	7592348	60 1.75 Z	CS	GM	6		USA									166.32
SNACK MIX FLAMIN HOT LSS	6798829	64 2 OZ	CS	MUNCHES	3		USA									123.48
Snack Mix Munches WG	1347255	104 0.875 oz	CS	Fibre Lw	22		USA									900.02
SNACK PUFF CHSE SMART	1347246	24 1 OZ	CS	PIRIBOY	22		USA			WHITE CHEDDAR PUFF	1001566524079	72/75OZ				201.35
SNACK PUFF WHT CHRDR AGED	2756286	24 1 OZ	CS	PIRIBOY	22		USA			WHITE CHEDDAR PUFF	6000410662864	24/VOZ				533.72
SNACK VEGGIE RANCH	9678782	12 5 OZ	CS	HAIN	4		USA									NO BID
SNACK VEGGIE STRAW SEA SALT	9678782	12 5 OZ	CS	HAIN	4		USA									NO BID
SODA COCA COLA CLS	2786127	24 12 OZ	CS	COCACOL	5		USA			CLASSIC SODA	535989	35/12OZ				21.59
SODA COKE DIET	1979357	24 12 OZ	CS	COCACOL	9		USA			DIET CLASSIC SODA	536126	35/12OZ				21.59
Soft Fried Bar Chn Toast Crunch WG IW	22381749	72 2.38 OZ	CS	COCACOL	152		USA			TST CRNCH SOFT FILLED CNN IW	110978	722.96OZ				41.66
SOUP BASE BEEF LO SODIUM GF	5814421	6 5 LB	CS	MINOR	1		USA									72.38
SOUP BASE BEEF NO MSG ADDED	4362754	4 5 LB	CS	MINOR	1		USA			BEEF BASE GF LS NO MSG	360406074825332055	6/1LB				72.38
SOUP BASE CHICKEN NO MSG ADDED	5438833	4 5 LB	CS	MINOR	1		USA			KNORR	50742629829	4/5LB				65.66
SOUP BASE VEG GF NO MSG SAUT	5522650	6 1 LB	CS	MINOR	2		USA									118.86
SOUP BASE VEGTBL LO SODIUM GF	5814397	6 1 LB	CS	MINOR	1		USA									59.43
SPICE PAPRIKA GRND	8786740	3 5 LB	CS	CFSAUER	1		USA			PAPRIKA SPANISH	PAP-SP12061	5LB				26.55
Spork Kit Regular Straw (Blue)	1000 ct		CS	DANCO	20		USA									NO BID
SPRINGROLL VEG 1.5 OZ	5627389	10 200CT	CS	GRNLAND	14		USA			VEGGIE SPRING ROLLS WG	KYWG-0688	200/1.5OZ				86.22
STRIP TEST SANITIZER QUAT-40	4831901	1 15' RL	CS	DAYDOTS	4		USA									NO BID
SUGAR GRANULATED XFINE CANE	5097572	1 25 LB	CS	SYSCLS	1		USA			SUGAR GRANULATED	404720	25LB				22.04
SUNFLOWER SEED SUNBUTTER	6520559	6 5 LB	CS	SUNBUTR	3		USA									104.52
Syrup Cok	100 60	100 1.5 oz	CS	Madeira Farms	80		USA									15.60
TACO POKET TRKY NADA WRPD	1743721	100 4.5 OZ	CS	FRNANDO	11		USA									54.60
TAQUITO CHICKEN SHRED	8019626	100 1.5OZ	CS	FRNANDO	1		USA									64.62
THERMOMETER DEEP FRY 200-400F	4984464	1 EA	CS	SYSCO	1		USA									NO BID
THERMOMETER DIGITAL W/SH-HEAT	7068308	1 EACH	CS	ESCALI	11		USA									NO BID
THERMOMETER FREEZER / REFRIG	7068433	1 EACH	CS	ESCALI	3		USA									NO BID
THERMOMETER FRZR REFER -40-80F	1954148	2 EACH	CS	SYSCO	6		USA									NO BID
THERMOMETER OVEN DOTZ	1291534	1 EA	CS	ECOLAB	6		USA									NO BID
THERMOMETER REFRIG -40/120	0549137	1 EA	CS	ECOLAB	5		USA									NO BID
TOFU EXTRA FIRM WTR PK NON-GMO	9507433	12 16 OZ	CS	SMPLYPB	6		USA			PREMIUM TOFU EXTRA FIRM	01111	12/12OZ				111.84
TOMATO DICED IN JUICE CA	4113460	6 10#	CS	SYSCLS	7		USA			DICED TOMATOES	1066	6#10				28.05
TOMATO DICED IN PUREE CA	4113411	6 #10	CS	SYS IMP	3		USA									NO BID
TOMATO CHIP Cool Ranch R/IE WG	36095	72 1 OZ	CS	Doritos	15		USA									26.05
Tortilla Chip Nacho Cheese R/IE WG	11142	104 1 OZ	CS	Doritos	15		USA									78.15
Tortilla Chip Slt Yellow Round IW	323065	112 1.5 oz	CS	Arande's	262		USA			TORTILLA CHIP MACHO CHS R/IE WG	37148	72/1OZ				26.78
Tortilla Chip Slt Yellow Round IW	323065	112 1.5 oz	CS	Arande's	262		USA			TORTILLA CHIPS RIO NO SALT IW	31723	100/2OZ				35.41
TORTILLA CORN TBL 6 WHT	7491467	100 60CT	CS	MISSION	15		USA			TORTILLA CHIPS IW	ELR2-150	150/2OZ				35.270
TORTILLA CORN WHT 4.5	5271089	10 91OZ	CS	MISSION	3		USA									105.03
TORTILLA CORN YEL THICK 6IN	7148869	12 86 CT	CS	MIRANCH	3		USA									68.46
TORTILLA FLOUR PRESS 10	2386159	6 91OZ	CS	CASACLS	1		USA									NO BID
TORTILLA FLOUR PRESS 8IN	2386159	12 12 CT	CS	CASACLS	53		USA									NO BID
TORTILLA STRIP TRICOLOR FRIED	2386159	24 12 CT	CS	CASACLS	53		USA									NO BID
TOWEL KITCHEN 9X11 2PLY WHT	1125382	10 1 LB	CS	SYSCLS	8		USA									22.13
Tray Mix Tropical	2153797	30 84 CT	CS	SYSCLS	2		USA									1,121.92
Tray Biggase 5-Cmp Biodegradable	KRF00260	72 2 OZ	CS	PACKER	6		USA			TORTILLA 6" FRESH PRESS FLOUR	5584	10/12CT				176.64
TRAY FOOD PAPER 2 LB	7222854	4 250CT	CS	PACKER	15		USA									NO BID
TRAY FOOD PAPER 3 LB	7222854	4 125 CT	CS	PACKER	14		USA									NO BID
TRAY FOOD PAPER RED PLAD 1LB	1988451	4 250CT	CS	SYS REL	8		USA									NO BID
TRAY FOOD PAPER RED PLAD 3LB	1988451	4 250CT	CS	SYS REL	32		USA			TRAY 1# RED PLAD FOOD	1500520/RFP1008	100OCT				44.40
TRAY FOOD PAPER RED PLAD 5LB	1988489	2 250CT	CS	SYS REL	12		USA			TRAY 3# RED PLAD FOOD	1500521/RFP3008	50OCT				38.54
TRAY FOOD PAPER RED PLAD 8OZ	1988507	4 250CT	CS	SYS REL	3		USA			TRAY 5# RED PLAD FOOD	8705	225OCT				516.72
TURKEY BREAK S/LO RSTD FRESH	2024842	6 2.5 LB	CS	FOSTRFM	5		USA									NO BID
TURKEY STICK SNACK GLTN FRESH	4446813	144 5.0Z	CS	OLD WMS	2		USA			TURKEY BREAST S/LC OR	209903	12/1LB				54.79
TWIN PACK MINI CHS BURGER IW	C8640	72 4.45OZ	CS	DON LEE FAR	35		USA			TURKEY STICK SMOKEHOUSE	207130	400/1.2OZ				289.75
VEGETABLE BLEND FAJITA PPR&ON	8819492	6 2.5 LB	CS	SIMPAST	2		USA									100.86
VEGETABLE BLEND JAPNSE GR A	1475003	12 2 LB	CS	SYS REL	22		USA			TRAY 1# RED PLAD FOOD	1500520/RFP1008	100OCT				3,530.10
VEGETABLE BLEND JAPNSE GR B	3960200	1 30 LB	CS	SYS REL	6		USA			TRAY 3# RED PLAD FOOD	1500521/RFP3008	50OCT				248.28
VEGETARIAN VEG BRKFST SAUSAGE	4800451	112 1.34OZ	CS	MORNSTR	8		USA			TRAY 5# RED PLAD FOOD	8705	225OCT				931.03
Waffle Chocolate Chip WG IW	9678782	86 2.4 oz	CS	Tasty Brands	4		USA									5915.34
WAFFLE MAPLE IW	9722MA	72 2.3oz	CS	MARSON FOC	126		USA			FAJITA VEG BLEND	10071179746621	122/LB				246.28
WAFFLE MINI CINN IW IW	9600-92313	72 2.64OZ	CS	EGGO	20		USA			ASIAN STR DRY BLEND	10071179188131	122/LB				246.28
WAFFLE STRAWBERRY IW	9722ST	72 2.3OZ	CS	MARSON FOC	15		USA			5 WAY MIXED VEGETABLES	10071179188100	122/LB				931.03
WAFFLE VANILLA IW	9722VA	72 2.3OZ	CS	MARSON FOC	29		USA									404.48

Item Description	Part No.	QTY	Unit	CS	Manufacturer	Country	Unit Price	Total Price	Notes
WAFFLES MINI BLUEBERRY BASH IW	32284	72	2.47OZ	CS	PILLSBURY	USA	0.20 \$	35.30 \$	3,000.50
WAFFLES MINI MAPLE WG IW	38000-92315	72	2.65OZ	CS	EGGO	USA	0.19 \$	35.97 \$	10,467.27
WATER BOTTLED SPRING	9901031	40	16.9OZ	CS	NIAGARA	USA	0.01 \$	5.74 \$	648.62 PLUS CRV
WATER BOTTLED SPRING	9901145	80	8.0Z	CS	NIAGARA	USA	0.02 \$	9.87 \$	2,319.45 PLUS CRV
WIPE ANTRACERIAL PROBE	1953586	1	200 CT	CS	COOPER				NO BID
WIPE FDSVC F/ THERM PROBE	1261357	1	200 CT	CS	ECOLAB				NO BID
WIPE TOWEL WHITE 12X24 MD DRY	7200826	1	150 CS	CS	SYS CLS				NO BID
WIPE TOWEL WHITE 13.5X24 DRY	4252704	150	CT	CS	SYS CLS				NO BID
WRAP FOIL CUSH.FLD 14X16	4086027	2	500 CT	CS	REYNOLD				NO BID
WRAP FOIL CUSH.FLD RED 10.5X13	4121865	5	500 CT	CS	REYNOLD				NO BID
WRAP FOIL HAM/CHIF/SH/CR/SPC	2599744	1	1000CT	CS	MCMWRN				NO BID
YOGURT VANILLA PARFAIT POUCH	647262	6	4 LB	CS	TOPFAIT		1.30 \$	31.25 \$	1,000.00

**Vendor Questionnaire - Attachment "4"**  
**TO BE SUBMITTED WITH PROPOSAL**

*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?  
 Yes  
 No  
If No, attach the proposed delivery schedule.
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 (unscored).
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. Delivery Specifications - Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage. (unscored)
5. Technology and Reports - Can orders be placed online or by e-mail? Please describe the ordering procedure- Can you provide invoices with Cost Plus Fixed Fee items listed with the cost and fixed fee as separate line items?  
 Yes  
 No  
**SEE ATTACHED**  
If you answered No, is there a separate report you can provide with this information?
6. Technology and Reports - Please check off the reports that you make available to your customers:  
 market reports  
 velocity reports  
 monthly statements  
 weekly price lists  
  
Please list any additional reports available. How are customers able to access these reports?
7. Service Reliability and Past Performance - Specify the lead time required for orders to ensure a 90% fill rate (unscored).
8. Service Reliability and Past Performance - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored)  
 Yes  
 No
9. 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?

10. Service Reliability and Past Performance - How many years has your company been in the Grocery distribution business?
11. Service Reliability and Past Performance - How many years has your company distributed to K-12 schools? How would you describe your company's financial stability?
12. Service Reliability and Past Performance - Which school districts with student populations greater than 7,000 does your company currently serve in the Santa Clara and Alameda Counties?
13. 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 24 months? If so, explain.
14. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? (unscored)
15. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service? (unscored)
16. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
17. Service Reliability and Past Performance - Can you meet all aspects of the Service Level Agreement as described in this RFP?
18. 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.
19. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
20. 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

**SEE ATTACHED**

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 <sup>a</sup>



**GOLD STAR FOODS**

**Vendor Questionnaire - Attachment "4"  
Mountain View Whisman School District  
Child Nutrition Services, Grocery RFP#2023-24-5**

*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? Yes No If No, attach the proposed delivery schedule.**

Gold Star Foods, Inc. (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.

**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 (unscored).**

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.



## GOLD STAR FOODS

#### **4. Delivery Specifications - Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage. (unscored)**

Providing excellent customer service to our partner districts is an integral component of our service model. We collaborate with schools to identify the most efficient process for delivering/receiving product at each school site which can include moving product into storage locations.

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

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

#### **5. Technology and Reports - Can orders be placed online or by e-mail? Please describe the ordering procedure- Can you provide invoices with Cost Plus Fixed Fee items listed with the cost and fixed fee as separate line items? Yes No If you answered No, is there a separate report you can provide with this information?**

##### **Online Ordering System:**

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

##### **Can you provide invoices with Cost Plus Fixed Fee items listed with the cost and fixed fee as separate line items?**

Yes, Gold Star can provide invoices with Cost Plus Fixed Fee items listed with the cost and fixed fee as a separate line item.



## GOLD STAR FOODS

**6. Technology and Reports - Please check off the reports that you make available to your customers: market reports velocity reports monthly statements weekly price lists Please list any additional reports available. How are customers able to access these reports?**

- market reports
- velocity reports
- monthly statements
- weekly price lists.

Market reports are sent to customers to often outlining expiring items offered at a potential discount, supply chain updates, and fresh produce information. Velocity reports can be run at the customer's convenience using the online customer website portal. Gold Star's monthly statements are email automatically to the district designee. These statements are also available Weekly, or Bi-Weekly if the District payments clerk prefers more frequent billing statements.

**Please list any additional reports available. How are customers able to access these reports?**

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

**7. Service Reliability and Past Performance - Specify the lead time required for orders to ensure a 90% fill rate (unscored).**

Gold Star makes every effort to fulfill orders in their entirety and we maintain a customer dashboard to track fill rates, service rates, and all reasons for requiring a substitution. Gold Star requires a 14-day lead time to ensure a 90% fill rate. Many items are readily stocked and available with a 2-day lead time.



## GOLD STAR FOODS

### **8. 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).

### **9. 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.

### **10. Service Reliability and Past Performance - How many years has your company been in the Grocery distribution business?**

Gold Star has been in the grocery business to K-12 schools for forty-five years.

### **11. Service Reliability and Past Performance - How many years has your company distributed to K-12 schools? How would you describe your company's financial stability?**

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.

We are in good financial standing with our manufacturer partners and other service providers, which ensures that our schools will receive the right products at the right time. As our company grows, so does our impact on the local economy. Over the last 7 years, Gold Star has added more than 250 new jobs to support our school partners. Additional information pertaining to our financial stability can be requested.





## GOLD STAR FOODS

### **12. Service Reliability and Past Performance - Which school districts with student populations greater than 7,000 does your company currently serve in the Santa Clara and Alameda Counties?**

Gold Star Foods works with 650 school district customers throughout the State of California. Student enrollment data was pulled from <https://www.ed-data.org/> This list shows the school districts with student populations greater than 7,000 in Santa Clara and Alameda Counties that Gold Star currently distributes to according to:

- Oakland Unified School District
- Fremont Unified School District
- San Jose Unified School District
- Cupertino Union School District
- Pleasanton Unified School District
- Livermore Valley Joint Unified School District
- Dublin Unified School District
- Palo Alto Unified School District
- Santa Clara County Office of Education
- Gilroy Unified School District
- New Haven Unified School District
- Alameda Unified School District
- San Lorenzo Unified School District
- Fremont Union High School District
- Evergreen Elementary School District
- Alum Rock Union Elementary School District
- Franklin-McKinley Elementary School District
- Milpitas Unified School District
- Oak Grove Elementary School District
- Castro Valley Unified School District
- Morgan Hill Unified School District
- San Leandro Unified School District
- Campbell Union High School District
- Campbell Union School District

### **13. 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 24 months? If so, explain.**

No, Gold Star has not resigned or been replaced at the will of a district during the school year within the last 24 months.



## GOLD STAR FOODS

### **14. 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.

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

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.

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

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.

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.



## GOLD STAR FOODS

**17. Service Reliability and Past Performance - Can you meet all aspects of the Service Level Agreement as described in this RFP?**

Yes, Gold Star can meet all aspects of Service Level Agreement as described in this agreement.

**18. 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.

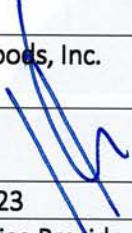
**19. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?**

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

**20. 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.

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>