



GOLD STAR FOODS

Oxnard Union High School District

REQUEST FOR PROPOSAL

664 Produce Products

Due: April 19, 2022 @ 2:00 p.m.

GOLD STAR FOODS BID RESPONSE ENCLOSED



GOLD STAR FOODS

April 19, 2022

Ms. Deanna Rantz, District Purchasing Director
Oxnard Union High School District
1800 Solar Dr.
Oxnard, CA 93030

Dear Ms. Rantz,

Gold Star Foods, Inc. (Gold Star) is pleased to present the following offer to the Oxnard Union High School District in response to RFP No. 664 Produce Products for the 2022-2023 school year. Gold Star Foods has the experience and qualifications to perform the scope of work outlined in this RFP.

Gold Star's qualifications and experience that allow us to complete the RFP's scope of work include:

- An extensive K-12 product catalog of 7,700 school compliant products, with over 2,500 SKU's eligible for USDA Foods discounts.
- 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 the Center for Good Food Procurement, Center for EcoLiteracy, and the Community Alliance with Family Farmers.
- Innovative reporting technology that allows easy access to exportable sales reports and USDA Foods Program Management.
- Product Formulation Statements/CN Labels conveniently linked to our online product catalog.

Gold Star has twelve (12) years of experience selling fresh produce to K-12 public school districts. We currently deliver fresh produce to over 150 school districts throughout California, providing the fresh fruit and vegetable component for nearly 2 million meals per day. We complete 1,100 fresh produce school site deliveries weekly or more than 43,000 deliveries annually.

Using our current procurement models, at the height of the growing seasons, over 70 percent of the fresh produce offered by Gold Star Foods is grown and harvested within a 250-mile radius of our facilities in Ontario, CA. We provide a monthly market update newsletter with current market conditions and peak season produce available. We provide a monthly notification of Buy American compliant produce and where all produce is being sourced from.

Gold Star is proud to be the current vendor to Oxnard Union High School District for fresh produce and are proud of our service levels. During the current school year to date, Gold Star supported the district in the following ways:

- Shipped 16,274 cases from 273 unique SKUs
- Made 398 site deliveries averaging 10 deliveries per week



GOLD STAR FOODS

Gold Star is offering fixed pricing on all items requested. The prices are subject to change only in the event of extreme conditions considered to be Acts of God or Force Majeure. Examples would be floods, hurricanes, freezes, global supply chain changes, and inflationary situations that would affect the normal pricing of products. Any request for a change in price be done with prior communication to the district. This method of pricing is transparent and easy to audit. Fixed full term pricing removes the need for cross checking invoices and calculating actual sell prices from weekly produce lists as they are submitted and changing.

Items purchased that are not on the provided list will be sold at Gold Stars fixed cost plus \$3.35 per case. Gold Star would be willing to provide documentation of what that fixed cost is, upon request. If your district choses to order Fresh Produce Products thru the Department of Defense (DOD) Gold Star Foods delivery fee for service is \$3.00 per case.

Warehouse Facility and Food Safety

Gold Star already delivers to the district on the requested delivery days, locations, and time frames listed in the RFP.

- Deliveries will ship from our 260,000 square foot facility in Ontario, California.
- All routes have real-time GPS tracking of all 146 refrigerated fleet vehicles for on-time deliveries.
- The warehouse is always secured and monitored via an intricate security camera system.
- Our 514 employees are fully vetted and staff going on-site to school locations are drug tested, fingerprinted, and have passed full Department of Justice background checks.

Gold Star is most proud our commitment to food safety which is the basis for our entire operation. Our Ontario warehouse is certified as a Safe Quality Food (SQF) Level 2 facility. SQF shows a commitment to food safety that goes above and beyond HACCP standards. Unlike HACCP, SQF guarantees compliance with Food Safety Modernization Act, which includes the following requirements:

- Comprehensive Sanitation Programs
- Supply Chain Traceability
- HACCP
- Comprehensive Recall Programs
- Recordkeeping

We are proud to currently partner with Oxnard Union High School District and we hope to continue this partnership. If awarded this contract, Gold Star will work with the district to fulfill the terms of the contract to the best of our ability. The food supply chain has been upended with the COVID-19 pandemic and continued labor shortages which is changing the landscape of the food distribution business. This is especially true for the Child Nutrition segment that sources highly specialized nutritionally specific items. Gold Star will source the exact products requested by the district; however, equivalent substitutes may need to be provided depending on the supply chain availability.



GOLD STAR FOODS

Partnering with Gold Star will provide your district with more than just food, we provide a total solution in support of your districts' mission meeting the nutritional needs of your students. Our systems, services, and support specifically meet the mandatory qualifications of this RFP, verified with a proven, measurable track record. Thank you for the opportunity to continue to be your Child Nutrition Partner.

Respectfully,

Mel Olds
Vice President Produce

FAQ

Question: Can you tell me if the district is using DOD and if so, what amount is allocated for the 22-23 SY.

Answer: OUHSD will be using DOD funds next school year. We have allocated \$20,000 to DOD.



**Request for Proposals #664
for
PRODUCE PRODUCTS**

Submit Electronic Proposals to:
Deanna.Rantz@oxnardunion.org

Gold Star Foods ^Q

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the Oxnard Union High School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than **April 19, 2022 at 2:00 P.M.**, electronic Proposals for the award of a contract for:

RFP #664 PRODUCE PRODUCTS

All proposals shall be made on the form obtained in the RFP document posted on the District website noted below. Proposals must be submitted electronically via email to Deanna.Rantz@oxnardunion.org, on or before the proposal due date and time. Proposal emails must state the following in the subject line, **“RFP #664 Produce Products.”** Proposals not received by the specified date and time will not be considered and will not be viewed. Proposals will not be opened and read aloud, however, Proposal responses will be posted on the District website and a Proposal abstract will be made available within five (5) business days of the Proposal due date, or upon conclusion of the evaluation process.

Each Proposal must conform and be responsive to all pertinent Proposal and Contract Documents. RFP Documents are available at the District website: <http://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>.

The contract will be awarded to the lowest responsive, responsible Proposer or Proposers. Award(s) will be based on the criteria noted in the Proposal request. The District reserves the right to reject any or all Proposals, to accept or reject any one or more items of a Proposal, to waive any irregularities or informalities in the Proposals and to sit and act as sole judge of the merit and qualifications of the materials or services offered.

No Proposer may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals.

Advertising dates: 3/20/22 & 3/27/22

OVERVIEW

Background

Oxnard Union High School District Nutrition Services Division is self-operated. The district's enrollment is approximately 17,750 students. The Nutrition Services Division serves approximately 7500 lunches and 5700 breakfasts a day across its seven sites.

Mission

Nutrition Services is dedicated to providing students with local, healthy food, emphasizing quality ingredients.

Domestic Local Procurement

OUHSD Nutrition Services defines domestic local in the following manner:

1. **Local within 25 miles of the Ventura County border**
2. **Regional within 250 miles of the Ventura County border**
3. **State within California**

Farm to School

To achieve the goal of minimizing distances traveled for the food we serve, we are reaching out to vendors who cultivate relationships with local farmers and provide fresh and clean produce products to the district. We define domestic local procurement as a three-tiered definition (above). Further, we urge vendors to work with farms that treat their employees fairly and practice sustainable agriculture. We have a goal of sourcing at least 40% of our fresh produce from domestic local procurement.

INSTRUCTIONS TO PROPOSERS

No Proposal shall receive consideration by the Oxnard Union High School District unless made in accordance with the following instructions:

1. Preparation of Proposal

The District invites Proposals from qualified Companies, to be submitted to the District at such date and time stated in the Notice Inviting Proposals, not later than **April 19, 2022 at 2:00 P.M.** Proposals shall be received electronically, via email, to Deanna.Rantz@oxnardunion.org. It is the sole responsibility of the Proposer to see that his/her Proposal is received by the proper date and time. The District is not responsible for technological issues on the Proposer's part. Proposals received after the scheduled closing time for receipt of Proposals will not be accepted and will not be viewed. The District is not responsible for costs incurred by Proposers in preparing this Proposal submittal.

Proposals must be made on the Product Proposal Sheet, Attachment 1, included in this Invitation for Proposals along with the Proposal Form. All items on the Product Proposal Sheets should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. Proposal Form must be signed by a responsible officer of the Company in order to be considered. The completed Proposal Form and Product Proposal Sheets should be without interlineations, alterations, or erasures.

Proposer must insert unit price for each item on the Product Proposal Sheets in Attachment 1. More than one unit price inserted for any one item may result in the rejection of the Proposal unless alternate Proposals are specifically requested.

No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person authorized to sign the Proposal. No modifications can be made after the proposal due date and time.

Companies may provide pricing on all or some items. If a company is not providing pricing on an item, it must be marked "no bid" in that unit box. The District intends to award the entire list of products to one supplier, however, may award by line item to multiple suppliers if it is in the best interest of the District. It would be advantageous for companies to provide pricing on all items.

Propose on each item separately. Prices must be stated in units specified herein or trade standard. Each item must be considered separately and not in combination with other items unless otherwise specified on the Proposal Form or Product Proposal Sheets by the District. In case of error, unit prices will govern and extensions will be corrected.

2. Proposers Responsibility

Before submitting a Proposal, Proposers shall carefully examine and become familiar with the terms and requirements of the contract and Proposal documents, specifications, and other forms and documents included in the invitation for Proposals. Proposers shall be fully informed as to all existing conditions affecting the performance of the contract and the cost of all work, materials, and equipment to perform all operations required within this invitation for Proposals. Proposers shall insure that unit cost and total cost is reflected in the Proposal. No allowance will be made because of lack of such examination or knowledge on the part of the Proposer.

3. Proposal Schedule

Advertisements 3/20/22 & 3/27/22
Request for Information (RFI) Deadline: 4/8/22 @ 2:00 p.m.
Proposals Due 4/19/22 @ 2:00 p.m.
Evaluation and Review Process 4/20/22 – 4/26/22
Request for Award of Contract to School Board 5/11/22

4. Proposal Security

None required.

5. Requests for Information

Any questions relative to this Proposal should be directed to the District Representative, the Director of Purchasing, Deanna Rantz, no later than **April 8, 2022 at 2:00 p.m.**, and must be put in writing and emailed to deanna.rantz@oxnardunion.org. Companies must refrain from contacting any other individuals during the RFP process, unless specifically authorized by the District Representative to do so.

6. Agreement to Terms

By replying to this Proposal, Proposer accepts and is bound by the terms and conditions set forth in the Proposal documents and the Purchase Order Terms and Conditions located at <https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/po-terms-conditions>. Upon successful award, Supplier must enter into an Agreement with the District (Exhibit A) and comply with all terms and conditions.

7. Identification of Proposer

Each Proposal must give the full business address of the Proposer and must be signed by the Proposer with his or her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Proposer's failure to properly sign required forms may result in rejection of the Proposal.

8. Withdrawal of Proposals

A Proposal may be withdrawn by the vendor prior to the time fixed for the opening of Proposals but may not be withdrawn for a period of sixty (60) days after the opening of Proposals.

9. Acceptance or Rejection of Proposals

The District reserves the right to reject any and all Proposals or any portion or combination thereof, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interests of the District may require. Proposals that arrive after the time set forth for opening in this Invitation for Proposals will not be considered.

10. Award of Contract and Notification

The award of this proposal will be made to a single responsive and responsible bidder, or to multiple bidders, who meet the terms and conditions of the request. Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a

Review
Oxnard Union High School District RFP #664 Produce Products

review committee. "Minimum qualifications" shall mean: completely responsive proposals meeting all RFP instructions and conditions, received by the proposal due date and time.

An award will be made based on lowest price offered and additional criteria noted in the AWARD POINT SYSTEM. The District reserves the right, in its absolute discretion, to accept Proposals, or any part of any Proposal, and to make an award of contract(s) in the best interest of the District. The District reserves the right to award all or part of this Proposal to one or more vendors by line item. *"All or Nothing" Proposals should be stated on Proposal Form.* Notification of award will be made by Notice of Award letter accompanied by signed contract or Purchase Order, following Board approval of award of contract. Should the proposer accept award by line item, they shall state that answer on the Proposal Form in the appropriate area.

11. Equal Proposals

When Proposals are equal, they shall be awarded by drawing of lots, and shall be witnessed by three (3) impartial observers.

12. Amendments

The terms and conditions contained in this invitation for Proposals, Proposal Form, Proposal Instructions and Conditions, General Conditions and Specifications herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued shall form a part of the documents and specifications issued to vendors for the preparation of their Proposals and shall constitute a part of the contract documents. Any addenda issued must be marked as having been received on the Proposal Form. Failure to acknowledge any addenda that have been issued will render the proposal unresponsive.

13. Evidence of Responsibility

Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, the Proposer's organization available for the performance of the contract and any other required evidence of the Proposer's qualifications, competency, and responsibility to perform the proposed contract. The District may consider such evidence before making its decision in awarding the proposed contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed contract may result in rejection of the Proposal. The District reserves the right to reject the Proposal of any vendor who has previously failed to perform properly to complete on time contracts of a nature similar to this project.

14. Pre-Award Conference

The apparent low responsive and responsible Proposer may be required to attend a pre-award conference with District representatives, within five (5) calendar days of District request.

The purpose of the pre-award conference will be to discuss and evaluate the Proposer's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the Proposer possesses an understanding of the scope of the contract, including the service, insurance and delivery requirements of the District.

The decision of the District's representatives as to the ability of the Proposer to successfully service this contract in accordance with the requirements shall be final.

15. Protests

Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid/proposal due date and time.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

16. Taxes

Unless otherwise specified, taxes shall not be included in the prices quoted. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school districts.

17. Discounts

Any discounts offered by Proposers must be stated clearly on the Proposal Form and Product Proposal Sheets so that the District can calculate properly the net cost of the Proposal. Offers of discounts or additional services not delineated on the Proposal Form will not be considered by the District.

Prompt payment discounts of less than fifteen (15) days will not be considered. Discounts, when given, will be figured from date of receipt of accurate invoices, provided complete delivery and acceptance of the order has been made. If delivery date is later than date of receipt of invoice, billing date will coincide with delivery and acceptance date.

18. FOB Destination Pricing

Proposers must quote prices "F.O.B. Destination" to the District delivery location(s) specified on the District Fact Sheets. Prices should be stated in the units specified and Proposers should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by Proposers, must include on site off loading and inside delivery.

19. Quantities

The quantities indicated on the Product Proposal Sheets in Attachment 1 are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein.

The District does not guarantee order quantity amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Proposers shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed are for the purposes of forecasting and not to be considered a promise to purchase.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

20. Samples and Demonstrations

On request, samples of the products being proposed shall be furnished free of cost to the District. Proposers may be required to demonstrate any item(s) proposed. Such demonstration(s) shall be made within the Oxnard Union High School District boundaries. The District reserves the right to reject the Proposal of any Proposer failing to submit samples or provide demonstrations as requested.

21. Environmentally Preferable or Sustainable Products

The District is interested in purchasing products that have a lesser or reduced negative effect or increased positive effect on human health and the environment. District goals are to: buy materials with as much recycled content or parts as possible, minimize waste and packaging materials, conserve energy, water or other natural resources, prevent pollution, purchase products that do not contain toxic substances, protect open spaces, encourage environmentally positive practices and use energy alternatives to fossil fuels.

Bidders

are encouraged to provide environmentally friendly packing or products from manufacturers that follow sustainable methods.

22. Container Costs and Delivery

All costs for containers shall be borne by the Proposer. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, protection, handling, temperature control, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

Deliveries shall be required at the locations, times and frequencies listed on the District Fact Sheet & Contact Information form. Upon award of Proposal, Supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the District to place orders for needed items must be clearly indicated on the proposal forms.

23. Negotiations

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

24. Interpretation of Specifications and Documents

If any person submitting a Proposal is in doubt as to the true meaning of any part of this RFP, specifications or other contract documents, or finds discrepancies in any part of this RFP, he/she may

Oxnard Union High School District RFP #664 Produce Products

submit a written request for an interpretation or correction to the District's Purchasing Director, Deanna Rantz, via email at Deanna.Rantz@oxnardunion.org. Any interpretation or correction of the contract document will be made only by a Clarification or Addendum posted on the District website. It is incumbent upon all companies to familiarize themselves with the website and check for updates. The District will not be responsible for any other explanations or interpretations of the RFP documents. Any addenda issued during the time of this invitation for Proposals or forming a part of the documents provided to the Proposer for the preparation of his Proposal, shall be made a part of the contract. No Addenda will be issued later than three (3) days prior to the date set for the opening of Proposals so that all inquiries can be answered in writing and distributed to all vendors in ample time before the opening date for Proposals. Addenda must be acknowledged on the Proposal Form.

25. Proposers Interested in More Than One Proposal

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one Proposal for the same work or products.

26. Modifications to Agreement

Any modifications, qualifications, exceptions, changes made to the District's terms, specifications, and conditions detailed herein shall be grounds for rejection of Proposal.

27. Method of Pricing and Completing Proposal

The District recognizes that because agricultural products are affected by seasonality and weather, produce pricing is responsive to market pressures and trends in ways other food markets are not. The District is seeking proposals using a "cost plus" pricing method. Cost plus pricing recognizes the variable market fluctuations to the Proposer while guaranteeing the District's case markup does not fluctuate throughout the year.

Price quotations must be based on a cost plus formula, this will consist of your actual cost, as shown on your invoice, plus a fixed dollar and cents figure markup, or delivery fee, represented in column "H" of Attachment 1 Produce Proposal Sheet, which represents what you will charge above your actual costs.

28. Product Recalls

If a product recall is instituted on an item that has been furnished and delivered to the District, Vendor must immediately notify the District Nutrition Services Department with all pertinent information regarding the recall.

29. Inspection of Facilities

The District reserves the right to inspect the facilities of the Proposer prior to award of the contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility and relevant equipment maintenance schedules in order to insure optimum manufacturing, storage, and distribution practices. If the District determines that after such inspection the Proposer is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.

30. References

Proposer will provide three (3) current references that require deliveries to multiple locations. These references must include the client name, address, phone number, email and name of contact person. At least two of the three references provided must be from school districts located within California.

31. Method of Award

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables beginning School Year, since 2019-2020. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot projects' AMS Eligible Vendor List. Within the USDA Pilot Project, all products supplied to Oxnard Union High School District must be of USA Origin.

The District shall not be obligated to accept the lowest priced proposal but will make an award in the best interest of the District. The District reserves the right in its absolute discretion to accept Proposals or any part of Proposals, as deemed necessary for the best interest of the Nutrition Services Division.

The District recognizes that in order to obtain the freshest and most locally grown produce, the district may need to award to and contract with multiple produce vendors. The anticipated method of award shall be by line item or product group to the lowest responsive and responsible Proposer(s) meeting all terms, conditions and specifications, locality, freshness requirements, and receiving an acceptable rating on all other factors, including product geographical preference, quality and service.

The low Proposer(s) will be determined by the Subtotal offered for each line item. The Subtotal (column I) must include the Proposal Price per Unit (column G) added to the Mark Up Cost (column H). If a Proposer has offered any prompt payment discount, the District will subtract those payment discount terms (over 15 days only) to arrive at each vendor's net pricing offer.

The District reserves the right not to necessarily purchase all items and/or quantities listed in the Proposal document. The quantities listed are estimates to the needs of the District and may be adjusted to meet the actual needs, when determined.

32. Offers of Additional Items

This invitation for Proposals does not cover all products that will be used during the school year but does include the products that are most used. Vendors are to attach a separate list of all products available, with firm prices for the contract period. Additional items offered will not be considered when calculating Proposal totals and awarding a contract.

33. Commencement of Deliveries

After receiving written notification of award, the successful Vendor shall be required to commence with the delivery of all items, which have been awarded within fourteen (14) days after receipt of the District purchase order. Failure to complete all deliveries within fourteen (14) days after receipt of a district purchase order shall be considered sufficient cause for default action under the default provision of this proposal.

GENERAL CONDITIONS

1. Responsibility for Supplies and Materials

The Contractor shall be responsible for all items to be provided until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point and prior to acceptance by the District or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment.

2. Specification Variance

All materials, supplies, and equipment furnished must be in conformity with the specifications and will be subject to inspection and approval of the District. The District reserves the right to reject, at the risk and expense of the Contractor, any item(s) which may be defective or fail to comply with specifications. Any such rejection shall not invalidate the remainder of the award.

3. Assignment

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

4. Default

If the Contractor refuses or fails to perform all or any part of its obligations under the contract or the Proposal documents, including failure to perform its obligations in a timely manner; products received are of an inferior quality and not the same as specified or shown at the sampling; or if the Contractor fails or neglects to furnish or deliver any equipment, products, materials or services at the quoted prices, or at the times and places stated; or otherwise fails to comply with the terms of this contract in its entirety; the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be of the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. Indemnification and Hold Harmless

The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

(a) Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and

(b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

(c) Contractor shall defend, indemnify, protect, and hold harmless Oxnard Union High School District and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

6. Prevailing Law

In the event of any conflict or ambiguity between a) the Instructions to Proposers, General Conditions, Specifications, Agreement, or any other document forming a part of this Invitation for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all items and equipment to be supplied or services to be performed under the Proposal and contract shall conform to all applicable requirements of local, state and federal law.

7. Anti-Discrimination

The Governing Board of the Oxnard Union High School District has adopted an Equal Employment Opportunity Policy for equal employment opportunities for all school district purchasing contracts. The Contractor shall familiarize himself with these requirements and is to consider them as a binding part of the contract.

8. Piggyback Clause/Other Districts

For the term of the contract and any mutually agreed extensions pursuant to this Request for Proposals, at the option of the distributor, other school districts and community college districts, any public corporation or agency including any county, city, town or public corporation or agency within but not limited to the California Counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

9. Governing Law and Venue

In the event of litigation, the Proposal documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Ventura County.

10. Comprehensive General Liability Insurance

Successful Proposer shall maintain during the life of this contract a Comprehensive Liability Insurance policy with an insurance carrier with no less than an A-7 rating, unless agreed to by the District. The insurance will serve to protect the successful Proposer and the District from all claims for personal injury, including accidental death, as well as from all claims of property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful

Proposer will be required to furnish certificates of insurance with endorsement of the policy naming the District as an additionally insured party prior to start of contract.

1. Limits of Insurance: Comprehensive General Liability insurance will have limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Automobile liability insurance is required for any vehicle on District sites. Limits of automotive liability shall be no less than **\$1,000,000** per occurrence.
3. An endorsement must be issued by the successful Proposer's insurance carrier amending the Proposer's policy and naming the Oxnard Union High School District as an additionally insured party. The endorsement must be on ISO Form CG 20 1185 or equivalent.
4. Insurance certificate must name Oxnard Union High School District as additional insured.

11. Product Quality Control

The District reserves the right to discontinue service of all or any portion of any contract resulting from this Proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.

Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Nutrition Services staff may at any time:

- Inspect delivery trucks for any signs of contamination
- Check all expiration and best if used by dates
- Use thermometers to check temperatures
- Accept product only at acceptable temperatures
- Reject unacceptable items

12. Packaging

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Partial cases of produce are to be packed in appropriate containers to arrive in a firm, unblemished state.

All prepared vegetables are to be vacuum-packed in heavy duty, pinhole free, and food grade plastic bags. All prepared items are required to carry legible, open code dating on each bag, to indicate expiration date of item.

Produce shall be delivered free of excess quantities of dirt on the produce or the packaging materials. Any cleaning that has been performed prior to delivery should be communicated so that cafeteria staff know whether additional food safety steps are required.

Cut produce must be sulfite free as indicated in the product specifications sheet.

13. Price Adjustments

Any price increase must only be as a result of severe industry/market conditions and must be justified and proven by submission of documentation. The Contractor may request an annual price adjustment. The request must be submitted in writing, to the District Purchasing Department **at least 45 days** in advance of the contract anniversary date of July 1. The decision of the District as to the validity and amount of increase shall be final.

Any decrease in prices of the items listed herein should result in a corresponding decrease in prices to the District for the balance of the contract period, or for as long as the lower prices are in effect.

14. Contract Term and Extension

The contract term shall be from July 1, 2022 through June 30, 2023. The contract awarded from this RFP may be extended for up to and no more than two (2) additional years, in 1-year increments, upon mutual agreement by the District and the vendor.

15. Additional Items / Deletions

The District reserves the unconditional right to add other items to the contract. Prices for additional items will be negotiated. The District reserves the right to delete any item with thirty (30) days written notice.

16. Purchases Out of Contract

The District reserves the right to purchase similar items from other sources.

17. Non-transferable Responsibilities

No assumption or takeover of any of Contractor's duties, responsibilities, or obligations or performance of same by any entity other than Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without District's express prior written approval.

If any assumption, takeover, or unauthorized performance does occur without such prior written approval, this Contract will be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which District may pursue any lawful remedy.

18. Delivery Instructions (see additional delivery instructions for USDA Pilot Program)

The time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery may be a factor in awarding the contract.

All items shall be securely and properly packed and clearly marked as to contents. **All shipments must be accompanied by a packing slip and the District purchase order number shall appear on the packing slips.**

Contractor shall maintain product temperatures in accordance with state and local requirements at all times up to the time of delivery, whether in storage or in transit. Evidence of temperature monitoring must be produced upon request by the District.

For produce, the district is requesting that all deliveries be made as close as possible to the time of harvest, preferably within 48 hours of leaving the farm.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and times is included in the District Fact Sheet.

The Contractor shall make deliveries to each school site during open kitchen hours. Specifically, the district requires all school site deliveries must be made during the hours of 6:00am – 1:30pm. If deliveries are made during meal service, we ask the driver to wait until meal service is completed and the manager or designee confirms the delivery against the order. Deliveries to school kitchens must be made within the hours specified on the District Fact Sheet, unless arranged otherwise. Issuing keys for early morning or late-night deliveries shall be made an option if it is in the best interest of the District.

The Contractor's delivery driver shall check in with the Cafeteria Manager, or designated representative upon arrival at the kitchen site prior to unloading product into the kitchen. District staff members shall not be required to enter Contractor's vehicles to verify any issues related to the delivery. Complete invoices must be provided at the time of delivery. Invoices must be reviewed and signed by the cafeteria manager or designee.

19. Invoicing and Billing Period

Unless otherwise specified, Supplier shall render invoices in triplicate, **if supplying in hard copy**, for materials delivered under the contract, to the address and department as stated on the District Fact Sheet. **If submitting electronically**, invoices shall be submitted immediately upon delivery of items to the district at the following email addresses: accountspayable@oxnardunion.org and alyssa.ribaya@oxnardunion.org

All invoices shall include the following information:

1. District Purchase Order Number
2. Contractor's name, address, and telephone number
3. Contractor's invoice number and date
4. Designated line for District signature
5. Delivery address and School Name
6. Date of delivery
7. Product description for each item ordered
8. Name and Location of Farm providing the produce item(s)
9. Product quantity for each item ordered
10. Unit and extended price for each item ordered
11. Any taxes or fees listed separately
12. Total price of order/invoice
13. Produce deliveries must indicate the farm providing the product on the invoice

20. Delivery and Invoicing Process for USDA Pilot Program Produce

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables School Year 2022-2023. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot projects' AMS Eligible Vendor List. Within the USDA Pilot Project, all products supplied to Oxnard Union High School District must be of USA Origin.

Once established as an approved vendor the eligible products available to Oxnard Union High School District will be listed on the approved vendor's online catalog. Approved vendors agree to accept orders from the online catalog and/or phone/email.

Approved vendor will issue a separate invoice to the AMS for unprocessed fruits and vegetables sold under the pilot project. Vendor will submit invoices and any other necessary reports directly to the USDA by email to FVPilotProject@ams.usda.gov.

Approved vendor understands that the AMS will pay the vendor within 10 calendar days of receiving the invoice.

21. HACCP Plan

The Supplier must provide documentation of their HACCP program in place (systematic manufacturing practices that follow food safety compliance.) This shall be submitted as part of the Proposal package. Any changes to the vendor's HACCP plan must be communicated to OUHSD upon implementation of changes. Failure to provide a plan change may result in termination of contract.

DISTRICT FACT SHEET OXNARD UNION HIGH SCHOOL DISTRICT

Delivery Locations and Hours for Delivery

School Site Receiving hours: 6:00 AM to 1:30 PM Monday –Friday (see delivery conditions during meal service)

School Site Delivery Locations

Adolfo Camarillo High School

4660 Mission Oaks Blvd.
Camarillo, CA 93012
Café Manager: Lizbet Munguia
(805) 394-4757

Monday - Thursday

NUTRITION: 10:34 – 10:41

LUNCH: 12:45 – 1:20

Friday

NUTRITION: 11:02 – 11:09

LUNCH: 12:59 – 1:34

Channel Islands High School

1400 Raiders Way
Oxnard, CA 93030
Café Manager: Hilda Chavez
(805) 385-2772

Monday - Thursday

NUTRITION: 10:00 – 10:12

LUNCH: 11:48 – 12:23

Friday

NUTRITION: 10:48 – 11:00

LUNCH: 12:20 – 12:55

Hueneme High School

500 Bard Road
Oxnard, CA 93033
Café Manager: Aurea Veja
(805) 385-2665

Monday - Thursday

NUTRITION: 10:30 – 10:45

LUNCH: 12:55 – 1:30

Friday

NUTRITION: 11:18 – 11:27

LUNCH: 1:13 – 1:48

Pacifica High School

600 East Gonzales Road
Oxnard, CA 93030

Oxnard Union High School District RFP #664 Produce Products

Café Manager: Denise Prado
(805) 278-3154

Monday - Thursday

NUTRITION: 10:42 – 10:51

LUNCH: 12:55 – 1:30

Friday

NUTRITION: 10:16 – 10:25

LUNCH: 12:07 – 12:42

Oxnard High School

3400 West Gonzales Road

Oxnard, CA 93030

Café Manager: Darlene Hooks

(805) 278-3205

Monday - Thursday

NUTRITION: 10:00 – 10:12

LUNCH: 11:48 – 12:23

Friday

NUTRITION: 10:51 – 11:03

LUNCH: 12:22 – 12:57

Rio Mesa High School

545 Central Avenue

Oxnard, CA 93036

Café Manager: Shelley Ragland

(805) 278-5545

Monday – Thursday

NUTRITION: 10:35 – 10:49

LUNCH: 12:57 – 1:32

Friday

NUTRITION: 10:52 – 11:06

LUNCH: 11:54 – 12:29

Rancho Campana High School

4235 Mar Vista Drive

Camarillo, CA 93010

Café Manager: Delia Chavez

(805) 389-6400

Monday – Thursday

NUTRITION: 10:43 – 10:53

LUNCH: 12:39 – 1:14

Friday

NUTRITION: 10:37 – 10:47

LUNCH: 11:53 – 12:28

PRODUCE PROPOSAL AWARD POINT SYSTEM

The District has chosen to implement a point system to make award(s). The following scoring system will be used in determining which of the three lowest Proposers will most closely meet the best interests of the District. There is a possible score of 100 points.

Cost

The Proposer with the lowest average cost including case mark-up cost.

Lowest Proposer	45
2nd lowest	35
3rd lowest	25

Food Safety/Traceability

Strength of HACCP Plan: Proposer's ability to provide information regarding the farm of origin of locally and non-locally grown products (whole and processed produce) including: a list of farms and products sourced from each farm, unique product identification numbers for locally grown products from aggregated products, and farm of origin information clearly marked on each case delivered to cafeterias and on the invoices provided with delivery. If produce not purchased directly from a farm, please provide as much information as available regarding the source of produce. **A sample of a traceability report will be requested with any produce samples provided.**

Rated best able to meet the requirements	20
Rated 2nd best able to meet the requirements	15
Rated 3rd best able to meet the requirements	10

Questionnaire

Answered questions in the questionnaire section.

Rated best able to meet the produce specifications	20
Rated 2nd best able to meet the produce specifications	15
Rated 3rd best able to meet the produce specifications	10

Past Performance/Service Reliability

Proposer must have a proven ability to deliver high quality produce in a timely manner, to a large customer with multiple sites, requiring daily and or weekly deliveries. References of past and present customers may be checked to determine ability to meet required service levels.

Best able to meet service requirements	15
Rated 2nd best able to meet service requirements	10
Rated 3rd best able to meet service requirements	5

Total _____/100

PRODUCE SPECIFICATIONS and CONDITIONS

1. Procurement Priorities

The purpose of this Proposal is to identify the Vendor(s) that can fulfill the following combination of competitive case markups, delivery schedule needs, and quality and origin procurement priorities.

2. Case Markup

Please list your proposed case markup/delivery fee in your RFP response in column H on the Product Proposal Sheets, Attachment 1. This markup will remain firm for the full school year of purchases July 1, 2022 through June 30, 2023.

3. HACCP Program

Vendor must provide documentation of their HACCP program in place (systematic manufacturing practices that follow food safety compliance.) This shall be submitted as part of the Vendor's Proposal package. Any changes to the vendor's HACCP plan must be communicated to OUHSD upon implementation of changes. Failure to provide a plan change may result in termination of contract.

4. USDA Pilot Program

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables beginning School Year 2022 - 2023. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot project's AMS Eligible Vendor List.

5. Produce Traceability Initiative

Vendor must be able to accurately demonstrate its traceability system and capabilities as related to recalls upon request.

6. Produce Grade

Unless indicated otherwise in the product specifications, the District expects to be offered US No 1 product at all times.

7. Produce Quality Assurance

The District expects that all produce will be inspected for quality assurance, and any produce that does not appear to be of the highest quality be pulled and replaced before shipping out to sites.

8. Weekly Price Sheets

Vendor must supply Nutrition Services with a weekly price sheet of available produce items.

9. Product Origin Transparency

The District requires clear identification of the origin of product on the weekly offering list, invoices and cases.

This includes:

- a. Mandatory identification of Country of Origin;
- b. Mandatory identification of California products;
- c. Mandatory identification of state of origin of other products; and
- d. Preferred identification of Farm/Farmer.

10. Domestic Local Origination

The District expects that all produce offered will be of domestic origin as much as the prevailing market conditions allow, with notable exception of bananas. The District preference is to purchase domestic local produce, balancing origin with quality.

The District defines domestic local within a tiered format:

1. Local as defined within 25 miles of the Ventura County border
2. Regional as defined within 250 miles of Ventura County border
3. State as defined as within the state of California

11. California Grown

The District wishes to engage a vendor that has a proven track record of both purchasing and promoting agricultural products grown in California.

The District requires all Proposers to provide information indicating where the supplies and produce is grown, (specific farm information), and processed (Processing plant/manufacturer). (see questionnaire)

12. California -Grown Small Farms and/or Aggregators

The district is stating a preference for produce items that are a variety unique to the region. Produce that can be delivered within 48 hours of harvest is preferred.

Vendors must indicate on the product specification if they are able to purchase produce from local, regional or state farms (following the tiered preference for Domestic Local Origination as indicated).

13. Deficiencies, Defects, and/or Damages to Products shall be Corrected by Vendor

The successful Vendor shall promptly correct all deficiencies, defects and/or damages in products delivered to the District in accordance with this RFP. All corrections shall be made within a maximum of two (2) calendar days after such deficiencies, defects and/or damages are reported, verbally or via email, to the Vendor by the Nutrition Services Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

14. Credits and Refusal of Product

The District reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staffs. Refused products at time of delivery will be credited on the invoice and signed for by driver and staff person receiving goods.

15. Credits for Product Post Delivery

Damaged or substandard product discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate product pickup and replacement if needed.

16. Monthly statements

Report of each site volume and details of purchased goods, credits and returns or damaged goods by school is expected, including items, quantities, and pricing. Monthly statements shall be emailed to the Director of Nutrition Services by the fifth day of the following month.

17. Velocity Reports

The chosen Vendor must be able to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Detailed reports by school site are required. Reports shall be emailed to the Director of Nutrition Services by the fifth day of the following month. Reports must contain the following:

1. Item name
2. Item size
3. Pack size
4. Type of produce (Fruit or Veg)
5. Unique item code (e.g. must differentiate local gala apples from Washington gala apples)
6. Country of origin
7. State of origin
8. Quantity purchased
9. Item price
10. Average price
11. Identification of farm

PROPOSER'S CHECKLIST

Oxnard Union High School District
RFP #664 PRODUCE PRODUCTS

The following documents must be included in Proposer's sealed Proposal package and submitted no later than **2:00 PM on April 5, 2022** to the Purchasing Department, 1800 Solar Drive, Oxnard, CA 93030.

Check below to indicate that the documents are included in your Proposal package.

- Proposers Checklist
- Proposal Form/Acknowledging all Addenda
- Product Proposal Sheets (Attachment 1)
- Reference Form (complete for 3 references)
- HAACP Plan
- Produce Specifications Questionnaire (Response to Geographic Preference Specifications)
- Non-Collusion Declaration (Notarized)
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Workers Compensation
- Prompt Payment Discount
- Buy American Certification
- Disclosure of Lobbying Activities (Attachment 2)
- Certification of Insurance (COI) – General Liability, Auto, Worker's Compensation

Oxnard Union High School District
PROPOSAL FORM

RFP #664 Produce Products

The undersigned bidder, having become familiarized with all the following documents including but not limited to the notice Inviting Proposals, the Proposal Instructions and Conditions, General Conditions, District Fact Sheet and Contact Information, and entire Proposal package, hereby proposes to furnish and deliver said supplies in accordance with prices provided on the attached itemized Product Proposal Worksheet Attachment 1:

Terms: net-30
 Delivery Time ARO: 2-7 days
 (after receipt of order)

Addenda Acknowledgement:

No. _____, Dated <u>N/A</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

1. It is understood that the District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids, or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the RFP document.
2. The bidder hereby warrants that the bidders has all the appropriate licenses and permits to perform the work as specified in the RFP documents and that such licenses and permits will be in force and effect throughout the contract.
3. The required Non-Collusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the proposal automatically nonresponsive.
4. Failure to complete the Proposal Form, including acknowledging all addenda, will render the proposal nonresponsive.
5. Quantity estimates are approximate and the District does not guarantee a minimum or maximum amount.
6. Bidder hereby acknowledges is has read and will submit all required documents noted in the Proposer's Checklist.

7. Bidder hereby certifies that is has signed the Produce Proposal Worksheet.

8. Bidder acknowledges the OUHSD Exhibit A Agreement shall be executed and Bidder may include it's company contract in the proposal submittal response, if it will be required to be executed in addition to Exhibit A.

Bidder Questions:

1. Explain the pricing method used on the Product Proposal Sheets in Attachment 1 (i.e. cost plus, percentage of markup, etc.):

Fixed pricing

2. Does Proposer accept award by line item? Yes ___ or No X

I hereby acknowledge and agree to all specifications and conditions of this Proposal of the Oxnard Union High School District and will provide all products and services as requested.

Gold Star Foods
Name of Company

Mel Olds
Signature

Mel Olds
Printed/Typed Name

V.P. of Produce
Title

<u>Ontario</u>	<u>CA</u>	<u>91761</u>	<u>909-843-9600</u>	<u>909-843-9618</u>
City	State	Zip	Phone	Fax

<u>Bids@goldstarfoods.com</u>	<u>April 19, 2022</u>
Email	Date

PRODUCT PROPOSAL SHEETS

Oxnard Union High School District
RFP #664 Produce Products

See Attachment 1 Product Proposal Sheet

REFERENCE FORM

Oxnard Union High School District
RFP #664 Produce Products

Company Name: Gold Star Foods

Proposers must submit at least three (3) reference.

Client Name and Address	Pomona Unified School District 1460 East Holt Avenue Suite 160 Pomona, CA 91767
Contact Name, Telephone Number, and Email Address	Daryl Hickey 909-391-4711 daryl.hickey@pusd.org
Number of Delivery Locations	41 schools
Frequency of Deliveries	76 drops per week
Annual Dollar Volume of Orders	\$650,000 YTD

Client Name and Address	Anaheim Union High School District P.O. Box 3520, Anaheim CA
Contact Name, Telephone Number, and Email Address	Orlando Griego 714-999-3569 griego_o@auhhsd.us
Number of Delivery Locations	21 school
Frequency of Deliveries	12 drops per week
Annual Dollar Volume of Orders	\$304,000 YTD

Client Name and Address	Murrieta Valley Unified School District 41870 McAlby Ct, Murrieta, CA 92562
Contact Name, Telephone Number, and Email Address	Jill Lancaster 951-696-1600x1148 jlancaster@murrieta.k12.ca.us
Number of Delivery Locations	19 schools
Frequency of Deliveries	24 drops per week
Annual Dollar Volume of Orders	\$158,000 YTD

Produce Specifications Questionnaire

Oxnard Union High School District

RFP #664 Produce Products

Proposers must answer all of the following questions related to OUHSD's produce specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

1. Please describe your company's ability to provide the district with source identified produce that is unique to the local, regional and CA state origination definition (provided). What systems do you have in place for tracking and labeling procured produce?
2. OUHSD is building relationships with small farmers to provide the district's produce requirements for in-season fruits and vegetables. The successful Proposer will demonstrate willingness and ability to work with these farmers to provide produce for the OUHSD school meals program. Please describe your company's strategy for working with smaller local, regional and CA farmers.
3. Please provide a list of the farms you purchase from providing the items indicated on the produce specifications worksheet.
4. Please describe your company's cost plus or mark-up cost method of pricing products.
5. Will you be able to coordinate and/or participate in educational efforts within the OUHSD Farm to School Program including; farmer's markets at school, field trips, nutrition education and guest speaking opportunities?



GOLD STAR FOODS

Oxnard Union High School District
Request for Proposal
RFP #664 Produce Products

Table with 2 columns: Company Name, Gold Star Foods, Inc. (Gold Star)

Proposers must answer all of the following questions related to OUHSD's produce specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

1. Please describe your company's ability to provide the district with source identified produce that is unique to the local, regional and CA state origination definition (provided). What systems do you have in place for tracking and labeling procured produce?

Gold Star Foods is able provide OUHSD with source identified produce that is local, regional, and CA state grown as defined in the RFP. We strive to source all produce locally first then other domestic locations before moving to foreign sources.

Gold Star has several communications to assist school districts with ongoing produce market information. We provide a monthly market update newsletter with current market conditions and peak season produce available.

Below are two snapshot examples of a portion of these documents.



Buy American Certification - March and April 2021

Dear Valued Produce Customer,

To support our partner school districts in complying with the Buy American Provision, we are providing you with the following list of fresh produce items being offered and their associated point of origin. The items listed in the foreign sourced category will remain in effect through April 2021.

Table with 3 columns: Fresh Produce Category - Domestic Origin, Fresh Produce Category - Foreign Sourced Product, N = N/A, P = Price, S = Season





GOLD STAR FOODS

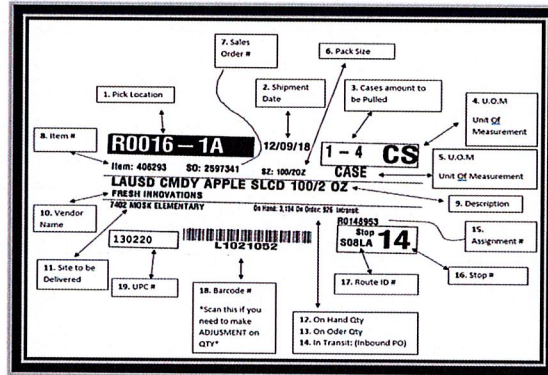
Using our current procurement models, at the height of the growing seasons, approximately 70 percent of the fresh produce offered by Gold Star Foods is grown and harvested within a 250-mile radius of our facility in Ontario, CA.

In addition to supporting Local Sourcing initiatives, food safety is the basis for our entire operation. Our operation is safe, compliant, and has full traceability of all products we receive and deliver. We are certified as Global Food Safety Initiative (GFSI) operation-Safe Quality Food (SQF) Level 2. The GFSI is the most stringent food safety certification available globally.

Gold Star has a state-of-the-art warehouse management system that ensures full traceability of the foods received, stored, and shipped to customers. All processed fresh fruit and vegetables available to order from Gold Star Food are delivered with the (Best If Used By Date) identified on the outside of each case and also on the individual pack units within the case itself.

Example: Best If Used By 3-29-2021

Intelligent pick labels are affixed to every case (or pallets for bulk pick quantities) which denote all information required for full traceability of product received and shipped. Case labels ensure accurate deliveries, reduce errors during the picking process, and allow for easier identification of product in the event of a product hold or recall.



2. **OUHSD is building relationships with small farmers to provide the district's produce requirements for in-season fruits and vegetables. The successful Proposer will demonstrate willingness and ability to work with these farmers to provide produce for the OUHSD school meals program. Please describe your company's strategy for working with smaller local, regional and CA farmers.**

Gold Star Foods is willing to partner with small farmers that meet our good food procurement requirements. Upon award of the contract, the dedicated Sales Manager will schedule a meeting with OUHSD Food Service Director to identify these local farmers and further understand the role Gold Star Foods can take to support OUHSD's local sourcing goals. As a school-only distributor we can easily adapt our programs to best meet the needs of the District. If awarded the contract, we would work with the district to identify what percent of purchases are local and identify the farmer/grower. We have created



GOLD STAR FOODS

customized lists for customers that show the percent of California and percent local produce purchases, using local definitions of the district. Gold Star offers a California Grown Seasonal Availability chart that shows when fresh fruits and vegetables are seasonally offered by California suppliers. This chart will assist school districts in planning menus that offer fresh California produce at the peak of the growing season.

3. Please provide a list of the farms you purchase from providing the items indicated on the produce specifications worksheet.

Here is a list of many of our California growers/suppliers/processors. This list does not include all produce suppliers that we source from but provides a sampling of our commitment to work with California farmers.

- *Gill's Onions – Oxnard, CA Grower shipper of bulk & processed onions.*
- *Naturipe Berry Growers – Santa Maria, CA Grower of fresh berries.*
- *Adam Brothers – Santa Maria, CA Grower shipper of leafy veg, root veg, parsley & cilantro.*
- *Gold Coast Produce – Santa Maria, CA Grower shipper of packaged parsley, cilantro & leafy veg*
- *Taylor Farms – Salinas, CA Processed vegetable salads & greens.*
- *Westlake Produce – Salinas, CA Produce (all lines) Distributor.*
- *Manns Produce – Salinas, CA Processed hardy veg, peas, etc.*
- *Okui Farms – Salinas, CA Grower shipper of vegetables*
- *Queen Victoria -Salinas, CA. Grower shipper of lettuce, celery, broccoli*
- *Del Mar Produce – Westley, CA Grower shipper of cantaloupe, honeydew, watermelons*
- *Pacific Tomato – Tracy, CA Grower of fresh tomatoes*
- *Fresh Innovations – Stockton, CA Processor of sliced apples)*
- *Rivermaid Produce – Lodi, CA Distributor of full line fresh produce.*
- *Lipman Farms – Manteca, CA Grower shipper of tomatoes, hardy vegetables.*
- *Babe Farms – Santa Maria, CA Grower shipper of specialty baby vegetables*
- *HMC Farms – Reedley, CA Grapes and stone fruit.*
- *Kingsburg Orchards – Kingsburg, CA Stone fruit, CA apples & Citrus*
- *King Fresh Farms – Dinuba, CA Distributor of a full line of fresh produce.*
- *Sunwest Citrus – Parlier, CA Grower shipper of citrus.*
- *Sierra Produce – Colusa, CA Distributor of a full line of fresh produce.*
- *Premier Mushroom – Colusa, CA Grower of fresh mushrooms*
- *Peri & Sons – Firebaugh, CA Grower shipper of onions.*
- *1st Quality Produce -Fresno, CA. Processor of all fresh fruit and vegetables*
- *Boskovich Farms – Oxnard, CA Processed vegetable greens*
- *Pablo's Produce – Oxnard, CA Grower shipper of lettuce greens, celery, & cilantro.*
- *Muranaka Farm – Moorpark, CA Grower shipper of root veg, cilantro, kale, parsley, & green onions.*
- *Limoneira Company – Santa Paula, CA Grower packer of citrus.*
- *Calavo Growers – Santa Paula, CA Grower shipper of CA avocados.*
- *Kernridge Growers – Arvin, CA Grower shipper of bulk & process carrots*



GOLD STAR FOODS

4. Please describe your company's cost plus or mark-up cost method of pricing products.

Gold Star is offering fixed pricing on all items requested. The prices are subject to change only in the event of extreme conditions considered to be Acts of God or Force Majeure. Examples would be floods, hurricanes, freezes, global supply chain changes, and inflationary situations that would affect the normal pricing of products. Any request for a change in price be done with prior communication to the district. This method of pricing is transparent and easy to audit. Fixed full term pricing removes the need for cross checking invoices and calculating actual sell prices from weekly produce lists as they are submitted and changing.

Items purchased that are not on the provided list will be sold at Gold Stars fixed cost plus \$3.35 per case. Gold Star would be willing to provide documentation of what that fixed cost is, upon request. If your district choses to order Fresh Produce Products thru the Department of Defense (DOD) Gold Star Foods delivery fee for service is \$3.00 per case.

5. Will you be able to coordinate and/or participate in educational efforts within the OUHSD Farm to School Program including; farmer's markets at school, field trips, nutrition education and guest speaking opportunities?

The Sales Manager coordinates and participates in educational efforts based on the specific needs of the customer. Gold Star is a happy to coordinate farmer's markets at schools, field trips, nutrition education and guest speaking opportunities. Though not an all-inclusive list, Sales Managers have assisted fresh produce customers in some of the following ways:

- Provided school site level pieces of training such as produce basics & online ordering
- Supported staff monthly meetings and back-to-school meetings
- Hosted summer meal kick-off events and community educational events
- Coordinated taste testing and farmers market student events
- Assisted with the curbside meal distribution
- Hosted warehouse tours and staff trainings at our Warehouse facilities

Gold Star has facilitated events with our farmers and field trip to farms. Gold Star has also assisted with classroom visits by farmers. Travel costs would be incurred by the district for field trips. We would be happy to work with your district to facilitate curriculum that would meet the goals of the district. Considering the pandemic, we can work with the district on socially distant or virtual options as well.



NON-COLLUSION DECLARATION

Oxnard Union High School District
RFP #664 Produce Products

STATE OF CALIFORNIA

COUNTY OF San Bernardino

Mel Olds being first duly sworn, deposes and says
that he/she is V.P. of Produce

(Title)

of Gold Star Foods, the party making the foregoing

(Name of Proposer)

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

Mel Olds

(Signature)

Mel Olds

(Typed Name)

Oxnard Union High School District RFP #664 Produce Products

SUBSCRIBED BEFORE ME on this _____ day of _____, 20__

Notary Public

My Commission Expires:

See Attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

On April 18, 2022 before me, Sang Kim, Notary Public
(insert name and title of the officer)

personally appeared Mel Olds,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

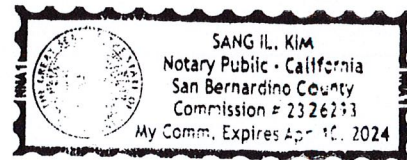
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



CONTRACTOR'S CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Oxnard Union High School District

RFP #664 Produce Products

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code Section 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 doing 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:

- a) 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;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace.
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations
- c) 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 that statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355 (a) and requiring that the 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 under 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 Section 8350 et.seq.

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

DATE: April 19, 2022

CONTRACTOR: Gold Star Foods



Oxnard Union High School District RFP #664 Produce Products

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Oxnard Union High School District
RFP #664 Produce Products

Labor Code Section 3700.

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

Company: Gold Star Foods

Name: Mel Olds

Signature: 

Date: April 19, 2022

(In accordance with Article 5 [commencing at Section 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 work under this contract.)

PROMPT PAYMENT DISCOUNT

Oxnard Union High School District
RFP #664 Produce Products

Vendors are advised that cash discounts of 15 days or greater are acceptable and will be applied as part of the award calculations. Cash discounts of less than 15 days are not acceptable and will be considered as NET 30 days.

IMPORTANT NOTE:

Prices quoted in this proposal are to be based on F.O.B. Oxnard, freight included to delivery locations listed on the District Fact Sheets. Only price F.O.B. Oxnard freight included will be accepted. If your quote shows price plus freight it will be rejected as non-responsive to terms and conditions.

PROMPT PAYMENT DISCOUNT OF:

0 % 30 Days

Vendor must indicate either a "0" (zero) for no discount, or the offered discount amount. A blank left in the "Days" space will negate any percentage discount offered.

BUY AMERICAN CERTIFICATION

Oxnard Union High School District
RFP #664 Produce Products

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFA's) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFA's to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There are two situations which may warrant a waiver to permit purchases of foreign food products: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive Proposals reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

PRODUCT DESCRIPTION	COUNTRY OF ORIGIN	DOMESTIC PRICE	NON-AMERICAN PRICE	REASON FOR WAIVER
SEE ATTACHED				

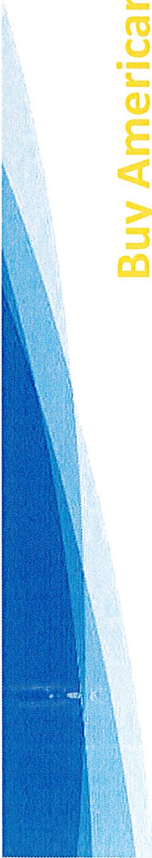
Attach additional sheets if necessary

Gold Star Foods
Name of Contractor

April 19, 2022
Date


Signature of Authorized Official

V.P. of Produce
Title



Buy American Fresh Produce Buying Guide

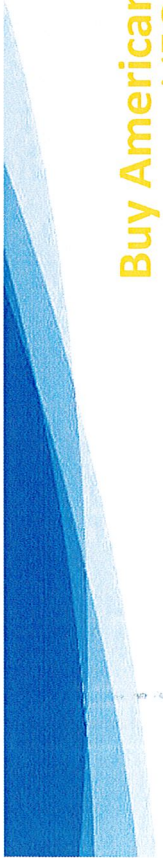
FRUITS

GSF DESCRIPTION	CALIFORNIA DOMESTIC	OTHER DOMESTIC	STATE	TRANSITIONAL MONTHS	IMPORT	IMPORT FROM	Category	Exception Required	Type of Exception	Time Frame	Reason for Exception
ORANGES CARA CARA	Dec - April	-	-	-	-	-	CA	No	-	-	-
NECTARINES	May - Oct	-	-	-	-	-	CA	No	-	-	-
PEACHES	May - Oct	-	-	-	-	-	CA	No	-	-	-
PERSIMMONS FUYU	Oct - Dec	-	-	-	-	-	CA	No	-	-	-
PLUM RED OR BLACK	May - Nov	-	-	-	-	-	CA	No	-	-	-
PLUOT	June - Sept	-	-	-	-	-	CA	No	-	-	-
TANGELOS MINNEOLA	Nov - March	-	-	-	-	-	CA	No	-	-	-
TANGERINE CLEMENTINE	Oct - March	-	-	-	-	-	CA	No	-	-	-
APPLES FUJI	Oct - April	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES GALA	All Year	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES GRANNY SMITH	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES PINK LADY	Nov - April	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES RED DELICIOUS	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES SLICED GREEN IW	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	-
APPLES SLICED RED	Sept - June	All Year	OR, WA	-	-	-	D	No	-	-	-
ORANGE SMILE WEDGES	Nov - April, June - Sept	-	-	-	-	-	D	No	-	-	-
ORANGES VALENCIA	Nov - April, June - Sept	Jan - May	TX	-	-	-	D	No	-	-	-
ORANGES NAVAL	Nov - April, June - Sept	Jan - May	TX	-	-	-	D	No	-	-	-
PEARS GREEN OR RED	July - Nov	Oct - Sept	OR, WA	-	-	-	D	No	-	-	-
BANANAS	-	-	-	-	All Year	COL, CR, EQ, GUAT, HOND	F	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
MANGO CHUNKS	-	-	-	-	All Year	MX, BRAZIL, GUAT, ECUADOR	F	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
PINEAPPLE	-	-	-	-	All Year	CR, HOND, MX	F	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
BLACKBERRIES	June - Oct	July - Sept	OR	-	Oct - May	MX, CH	F&D	Yes	Seasonal	Oct thru May	Not produced domestically in sufficient or satisfactory quantity
BLUEBERRIES	April - July	July - Oct	OR, WA	Nov	Dec - April	CH	F&D	Yes	Seasonal	Nov thru April	Not produced domestically in sufficient or satisfactory quantity
CANTALOUPE	June - Sept	Aug - Nov	AZ	-	Nov - May	CR, DR, GUAT, HOND, MX	F&D	Yes	Seasonal	Nov thru May	Not produced domestically in sufficient or satisfactory quantity
GRAPES GREEN & RED	May - Nov	-	-	Dec & May	Jan - May	MX & CH	F&D	Yes	Seasonal	Dec thru May	Not produced domestically in sufficient or satisfactory quantity
HONEYDEW	June - Nov	May - July	AZ	-	Oct - July	MX	F&D	Yes	Seasonal	Dec thru May	Not produced domestically in sufficient or satisfactory quantity
KIWI	Oct - Feb	-	-	Feb-March	April - Sept	CH	F&D	Yes	Seasonal	Feb thru Sept	Not produced domestically in sufficient or satisfactory quantity
LEMONS	All Year	Nov - June	AZ	-	July - Dec	MX	F&D	Yes	Seasonal	April thru Dec	Not produced domestically in sufficient or satisfactory quantity
LIMES	Jan - March	-	-	-	All Year	MX	F&D	Yes	Seasonal	Oct thru Feb	Not produced domestically in sufficient or satisfactory quantity
STRAWBERRIES	March - Sept	-	-	Oct-Nov	Dec - July	MX	F&D	Yes	Seasonal	Oct thru April	Not produced domestically in sufficient or satisfactory quantity
WATERMELON SEEDLESS	May - Sept	May - July	AZ	Oct	Nov - May	MX, CR, GUAT	F&D	Yes	Seasonal	-	Not produced domestically in sufficient or satisfactory quantity

This is a general representation of the origin for produce items for menu planning purposes. The actual produce origin at the time of sale may vary depending on weather and growing conditions. © 2021

CA = California Grown D = Domestically Grown (USA) F = Foreign Grown (Outside USA) D&F = Domestic or Foreign Grown





Buy American Fresh Produce Buying Guide VEGETABLES AND HERBS

GSF DESCRIPTION	CALIFORNIA DOMESTIC	OTHER DOMESTIC	STATE	TRANSITIONAL MONTHS	IMPORT	IMPORT FROM	CATEGORY	ORIGIN DETAILS	Exception Required	Type of Exception	Time Frame	Reason for Exception
ASSORTED GOURDS	Oct - Nov	-	-	-	-	-	CA	San Joaquin and Sacramento, CA	No	-	-	-
BOX CHOCY	All Year	-	-	-	-	-	CA	Salinas, Ontario, CA	No	-	-	-
CABBAGE	All Year	-	-	-	-	-	CA	Salinas, Santa Maria, Ontario, CA	No	-	-	-
CARROTS	All Year	-	-	-	-	-	CA	Bakersfield, CA	No	-	-	-
CARROTS BABY	All Year	-	-	-	-	-	CA	Bakersfield, CA	No	-	-	-
CARDU/CELERY COMBO 59/302	All Year	-	-	-	-	-	CA	Bakersfield, CA	No	-	-	-
DILL	All Year	-	-	-	-	-	CA	Southern CA	No	-	-	-
FALL PUMPKINS 5-7CT	Sept - Nov	Nov - April	AZ, TX	-	-	-	CA	San Joaquin and Sacramento, CA	No	-	-	-
HAUTEROWER	All Year	Dec - March	AZ	-	-	-	D	Salinas, Ontario, CA / Arizona / Texas	No	-	-	-
BROCCOLI	All Year	-	TX	-	-	-	D	Salinas, Ontario, CA / Arizona	No	-	-	-
CELERY	All Year	-	-	-	-	-	D	Salinas, Ontario, CA / Arizona	No	-	-	-
KALE	All Year	-	-	-	-	-	D	Salinas, CA / Arizona	No	-	-	-
LETTUCE GREEN LEAF	All Year	Jan - June	AZ	-	-	-	D	Salinas, CA / Arizona	No	-	-	-
LETTUCE ICEBERG	All Year	Jan - June	AZ	-	-	-	D	Salinas, CA / Arizona	No	-	-	-
LETTUCE ROMAINE	All Year	Nov - April	AZ	-	-	-	D	Salinas, CA / Arizona	No	-	-	-
POTATOES RED	All Year	All Year	AZ, ID, WA	-	-	-	D	Kern, Shafter, CA / Arizona / Washington / Idaho	No	-	-	-
POTATOES RUSSET	All Year	All Year	AZ, ID, WA	-	-	-	D	Kern, Shafter, CA / Arizona / Washington / Idaho	No	-	-	-
SWEET POTATOES	All Year	All Year	AZ	-	-	-	D	Kern, Shafter, CA / Arizona / Washington / Idaho	No	-	-	-
LETTUCE SALAD 3-WAY MIX	April - Dec	Jan - June	AZ	-	-	-	D	Salinas CA / Arizona	No	-	-	-
LETTUCE SALAD 4-WAY MIX	Mar - May	Apr - July	WA	-	All Year	MX, PERU	F&D	Imperial and Coachella Valley, CA / WA / Mexico / Peru	Yes	Seasonal	July thru Mar	Not produced domestically in sufficient or satisfactory quantity
ASPARAGUS STANDARD SZ BUNCH	April - Nov	-	-	-	All Year	MX, DR, CH	F&D	San Diego, CA / Mexico / Dominican Republic / Chile	Yes	Seasonal	Dec thru Mar	Not produced domestically in sufficient or satisfactory quantity
BASIL BUNCH	April - Nov	-	-	-	All Year	MX	F&D	Southern, CA / Mexico	No	Spice	-	Not a meal component under NLSF
CILANTRO	All Year	-	-	-	All Year	MX	F&D	California / Mexico	No	Spice	-	Not a meal component under NLSF
CUCUMBERS	May - Oct	-	-	-	All Year	MX	F&D	Imperial Valley, CA / Mexico	No	Spice	Nov thru April	Not a meal component under NLSF
FAUTA VEGETABLE MIX	May - Nov	-	-	-	All Year	MX	F&D	Bakersfield, Gilroy, Central-Northern CA / Washington / Mexico	Yes	Seasonal	Dec thru April	Not produced domestically in sufficient or satisfactory quantity
GARLIC FRESH PEELED & WHOLE BULB	All Year	-	-	-	All Year	MX, CHINA	F&D	Gilroy, CA	No	Spice	-	Not a meal component under NLSF
GINGER ROOT	Oct - Dec	Oct - June	HI, FL, HI	-	All Year	BRAZIL, CHINA, CR, INDONESIA	F&D	Hawaii / Brazil / China / Costa Rica / Indonesia	No	Spice	-	Not a meal component under NLSF
JICAVA	All Year	-	-	-	All Year	MX	F&D	Central Valley, CA, South & Central America / Mexico	Yes	Annual	-	Not produced domestically in sufficient or satisfactory quantity
MUSHROOMS	All Year	All Year	IL, PA	-	All Year	CN	F&D	Southern CA / Mexico	No	Spice	-	Not produced domestically in sufficient or satisfactory quantity
ONIONS BROWN	All Year	All Year	IL, PA	-	All Year	CN	F&D	Monterey, CA / Illinois / Pennsylvania	Yes	Seasonal	-	Not produced domestically in sufficient or satisfactory quantity
ONIONS RED	All Year	June - April	ID, OR, WA	-	Jan - April	MX	F&D	Central-Northern CA / Washington / Mexico	Yes	Seasonal	-	Not produced domestically in sufficient or satisfactory quantity
ONIONS GREEN BUNCH	All Year	June - April	ID, OR, WA	-	Jan - April	MX	F&D	Central-Northern CA / Washington / Mexico	Yes	Seasonal	-	Not produced domestically in sufficient or satisfactory quantity
PARSLEY BUNCH	All Year	-	-	-	All Year	MX	F&D	Central-Northern CA / Washington / Mexico	Yes	Seasonal	-	Not produced domestically in sufficient or satisfactory quantity
SNOW PEAS	Jan - July	Jan - June	-	-	All Year	GUAT, MX	F&D	California / Mexico / Guatemala	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
SUGAR SNAP PEAS	Jan - July	Jan - June	-	-	All Year	GUAT, MX	F&D	California / Mexico / Guatemala	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
PEPPERS CHILIJALAPENO	May - Nov	-	-	-	All Year	MX	F&D	Bakersfield, Gilroy, CA / Mexico	No	Spice	-	Not a meal component under NLSF
BELL PEPPERS - ALL VARIETIES	May - Nov	-	-	-	All Year	MX	F&D	Bakersfield, Gilroy, CA / Mexico	No	Spice	-	Not a meal component under NLSF
RADISHES	All Year	Dec - May	TX	-	May - Nov	MX	F&D	Salinas, Ontario, CA	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
SPINACH	Sept - June	-	-	-	Dec - May	MX	F&D	California / Mexico	Yes	Seasonal	-	Not produced domestically in sufficient or satisfactory quantity
SQUASH YELLOW	Sept - June	-	-	-	All Year	MX	F&D	Imperial Valley, CA / Mexico	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
SQUASH ZUCCHINI	Sept - June	-	-	-	All Year	MX	F&D	Imperial Valley, CA / Mexico	Yes	Seasonal	Aug thru Dec	Not produced domestically in sufficient or satisfactory quantity
TOMATILLOS	Aug - Dec	-	-	-	All Year	MX	F&D	Kern, Bakersfield, CA / Mexico	Yes	Seasonal	Dec thru May	Not produced domestically in sufficient or satisfactory quantity
TOMATOES ALL VARIETIES	June - Nov	-	-	-	All Year	MX	F&D	Kern, Bakersfield, CA / Mexico	Yes	Seasonal	Aug thru Mar	Not produced domestically in sufficient or satisfactory quantity
CORN YELLOW or WHITE	April - July	-	-	-	All Year	MX	F&D	California / Texas / Mexico	Yes	Seasonal	Aug thru Mar	Not produced domestically in sufficient or satisfactory quantity

This is a general representation of the origin for produce items for menu planning purposes. The actual produce origin at the time of sale may vary depending on weather and growing conditions. © 2021

CA = California Grown D = Domestically Grown (USA) F = Foreign Grown (Outside USA) D&F = Domestic or Foreign Grown




DISCLOSURE OF LOBBYING ACTIVITIES

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action:</p> <p>a. contract</p> <p>_____ b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a.</p> <p>bid/offer/application</p> <p>_____ b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>_____ b. material change</p> <p>For material change only:</p> <p>Year _____ quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime _____ Subawardee</p> <p style="text-align: center;">Tier _____, if Known:</p> <p style="text-align: center; font-size: 2em; color: blue;">N/A</p> <p style="text-align: center;">Congressional District, <i>if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, <i>if known:</i></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, <i>if known:</i></p>	<p>9. Award Amount, <i>if known:</i></p> <p style="text-align: center;">\$</p>	

<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>
<p>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.</p>	<p>Signature: <u></u></p> <p>Print Name: <u>Mel Olds</u></p> <p>Title: <u>V.P.</u> of Produce</p> <p>Telephone No.: <u>909-843-9600</u> Date: <u>April 19, 2022</u></p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</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. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the Oxnard Union High School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than **April 19, 2022 at 2:00 P.M.**, electronic Proposals for the award of a contract for:

RFP #664 PRODUCE PRODUCTS

All proposals shall be made on the form obtained in the RFP document posted on the District website noted below. Proposals must be submitted electronically via email to Deanna.Rantz@oxnardunion.org, on or before the proposal due date and time. Proposal emails must state the following in the subject line, **“RFP #664 Produce Products.”** Proposals not received by the specified date and time will not be considered and will not be viewed. Proposals will not be opened and read aloud, however, Proposal responses will be posted on the District website and a Proposal abstract will be made available within five (5) business days of the Proposal due date, or upon conclusion of the evaluation process.

Each Proposal must conform and be responsive to all pertinent Proposal and Contract Documents. RFP Documents are available at the District website: <http://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>.

The contract will be awarded to the lowest responsive, responsible Proposer or Proposers. Award(s) will be based on the criteria noted in the Proposal request. The District reserves the right to reject any or all Proposals, to accept or reject any one or more items of a Proposal, to waive any irregularities or informalities in the Proposals and to sit and act as sole judge of the merit and qualifications of the materials or services offered.

No Proposer may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals.

Advertising dates: 3/20/22 & 3/27/22



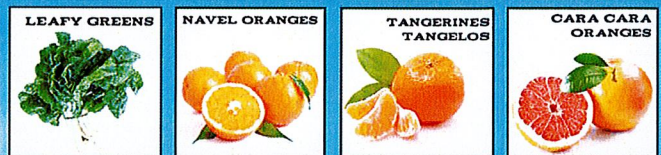
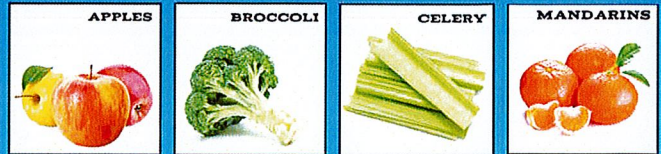
GOLD STAR FOODS

MARCH 2021

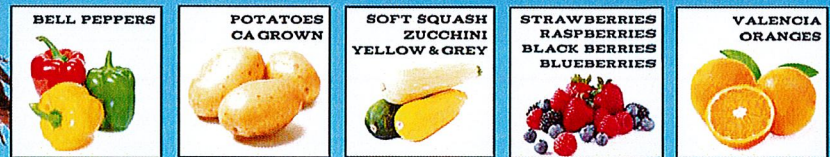
PRODUCE REMINDERS

GOLD STAR FOODS is proud to suggest these fresh USA Grown produce items offered at the peak of the growing season. Reminder that fresh produce is always seasonal and quality can change quickly from one week to the next depending on weather and growing conditions.

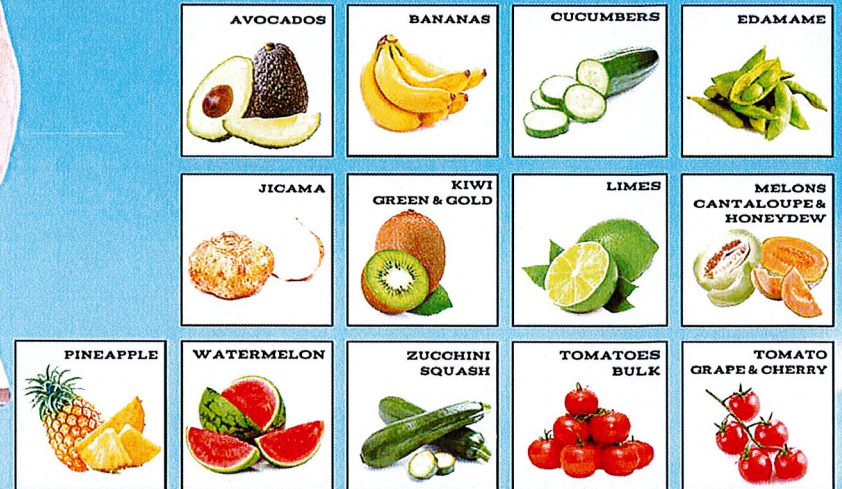
PEAK SEASON



COMING SOON (APRIL)




OFFSHORE BUT AVAILABLE



A FEW MARKET CONDITIONS

March 20th marks the first day of Spring. Spring is the start of the California growing season for fresh fruit and vegetables. As April and May roll by we will start to bring in berries, melons, stone fruit, grapes, soft squash, and more fruit and vegetables to serve. At the start of April, the salads, greens, and other vegetables will change growing regions from Yuma, AZ to the Salinas Valley, CA.



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

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) to inform GSF that your product is unaffected. The purpose of this is to advise our customer that they are safe serving product in question. Please submit the letter as soon as you are aware there is a recall situation in your category. We will expect a letter within a few hours of the public notification.

Step 5

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

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

VERIFICATION OF THE SYSTEM


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

RECORDS


Shipping/Receiving/Storage Records

(See SOP for additional requirements)

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

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

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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		Revision Date:	1/25/2022
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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.

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All materials are received and stored properly to prevent cross-contamination risks.
All materials are received and stored promptly to prevent any unnecessary exposure.

Storage of Equipment and Containers

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

Storage of Hazardous Chemicals and Toxic Substances

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

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

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

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


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

Hazardous chemical and toxic substance storage facilities are:

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

Alternative Storage and Handling of Goods

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

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

Loading, Transport and Unloading Practices

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

Loading

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

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

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

Cleanliness:

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

Odor:

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


Physical Appearance:

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

Presence of Rodents or Insects:

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

Mixture of Contents:

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

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

Loading Practices

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

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

Transport

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

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

Unloading


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

Seals/Locked

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

Cleanliness:

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

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Odor:

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


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.

Unloading Practices

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

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

	GOLD STAR FOODS	SQF 12.6 Storage & Transport	DOCUMENT # 12.6.1 – 12.6.5
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		Revision Date:	1/25/2022
Department: ALL Departments		Revision #	6
Prepared By: Jaime Anguiano		Approved By: Pedro Osorio	Page 6 of 7

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

	GOLD STAR FOODS	SQF 12.6 Storage & Transport	DOCUMENT # 12.6.1 – 12.6.5
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Prepared By: Jaime Anguiano		Approved By: Pedro Osorio Page 7 of 7	

Revision History			
Rev #	Issue Revision Date	Revised By	Reason for Revision
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

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

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:

	GOLD STAR FOODS	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
Document Title: Food Safety Plan		Revision Date:	1/15/2022
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Prepared By: Jaime Anguiano		Approved By: Pedro Osorio	Page 2 of 6

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
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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.

	GOLD STAR FOODS	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
Document Title: Food Safety Plan		Revision Date: 1/15/2022	
Department: ALL Departments		Revision # 10	
Prepared By: Jaime Anguiano		Approved By: Pedro Osorio Page 4 of 6	

Definitions

TERM	DEFINITION
Critical Control Point (CCP)	A step at which control can be applied and is essential to prevent or eliminate a food safety hazard or reduce it to an acceptable level.
Pre- Requisite Programs	Practices and procedures forming the basis of preventable actions: <ul style="list-style-type: none"> ▪ Receiving, Storage & Transport ▪ Approved Supplier Program ▪ Calibration & Maintenance ▪ Cleaning & Sanitation ▪ Pest Management ▪ Staff Training ▪ Personnel Practices ▪ Product Identification, Traceability & Recall ▪ Premises (buildings & site) ▪ Complaint Management ▪ Allergen Control
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: Food Safety Plan		Revision Date:	1/15/2022
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Methodology:

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

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

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

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



GOLD STAR FOODS

SQF 2.4
Food Safety System

DOCUMENT # 2.4.3

Document Title: **Food Safety Plan**

Revision Date:

1/15/2022

Department: **ALL Departments**

Revision #

10

Prepared By: **Jaime Anguiano**

Approved By: **Pedro Osorio**

Page 6 of 6

Revision History

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2022

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

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

PRODUCER Edgewood Partners Ins. Center 350 S. Grand Avenue, Suite 4500 (877) 650-3742 / Lic#0B29370 Los Angeles CA 90071	CONTACT NAME: Pabla Barros PHONE (A/C, No, Ext): (213) 629-8936 E-MAIL ADDRESS: pabla.barros@epicbrokers.com FAX (A/C, No):													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Starr Indemnity and Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity and Liability Company	38318	INSURER B : Navigators Insurance Company	42307	INSURER C : Lexington Insurance Company	19437	INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Gold Star Foods, Inc. 3781 E Airport Drive Ontario, CA 91761	HVGSACQU													

COVERAGES

CERTIFICATE NUMBER: 865893998

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	1000100096211	11/1/2021	11/1/2022	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		1000639298211	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 2,000
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NY21UMRZ035PVIC 080878048	11/1/2021 11/1/2021	11/1/2022 11/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	1000003941 1000004409	11/1/2021 11/1/2021	11/1/2022 11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oxnard Union High School District is an additional insured with respect to the general liability coverage, only as required by contract, subject to the terms and conditions of the policy. THE CERTHOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT. SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTHOLDER AS RESPECT TO WORKERS' COMPENSATION AS REQUIRED BY CONTRACT AND WHERE ALLOWED BY LAW. Excess policy is follow form. 30 day notice of cancellation (except 10 days for non-payment of premium).

CERTIFICATE HOLDER**CANCELLATION**

Oxnard Union High School District
 309 South K Street
 Oxnard CA 93030

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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