



GOLD STAR FOODS

COLTON JOINT UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL
CJNS-2021-22-Bread

Due: May 6th, 2021 @ 2:00 p.m.

GOLD STAR FOODS BID RESPONSE ENCLOSED

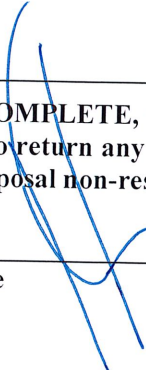
Colton Joint Unified School District

Document Check-Off Sheet

- Vendor Questionnaire
- Proposer Criteria Form (Provides minimum requirements of proposers and references)
- Proposal Form (Document in which proposer agrees to the terms of the proposal is awarded)
- Non Collusion Declaration with Signature
- Equal Opportunity Employment
- Certificate And Disclosure Statements (This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000)
- Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal)
- Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal)
- Contractor's Certification – Regarding Drug Free Workplace
- Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace
- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification
- Electronic Media (Contains usage form in electronic file, which makes it easier to compile recap)
- Printed Proposal Worksheet with Signature

**Please COMPLETE, SIGN & RETURN the following items with your sealed proposal:
 Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal non-responsive.**

Signature



Date

5/6/2021

Colton Joint Unified School District



Colton Joint

UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS

RFP# CJNS-2021-22-BREAD

Colton Joint Unified School District

BREAD & TORTILLA PRODUCTS

Thursday April 16th, 2021
325 Hermosa Ave.
Colton, CA. 92324

COLTON JOINT UNIFIED SCHOOL DISTRICT

325 Hermosa Ave.

Colton, California 92324

NOTICE CALLING FOR PROPOSALS

Proposal No. CJNS-2021-22-BREAD

NOTICE IS HEREBY GIVEN that the Board of Education of the Colton Joint Unified School District is requesting proposals for **BREAD & TORTILLA PRODUCTS**.

Companies interested in bidding can request a proposal packet by emailing: Eric_Enciso@cjud.net
Proposals must be delivered in sealed envelopes marked "**Proposal No. CJNS-2021-22-BREAD – BREAD & Tortilla PRODUCTS**" to Nutrition Services "Rm. 1" 325 Hermosa Ave. Colton, CA 92324 up to, but no later than, **2:00 p.m. on May 6th, 2021**, at which time they will be publicly opened. All proposals must be submitted on forms furnished by the District.

The Board of Education of the Colton Joint Unified School District, reserves the right to accept or reject any and all proposals or parts thereof, to be the sole judge as to the merits and qualifications of all proposals, to waive any informality in a proposal, not necessarily accept the lowest proposal of any offered if it is in the best interest of the District. Design, specifications, service, delivery, and quality may be considered in making selections.

Published: April 16th and April 23rd, 2021 in the following:

San Bernardino-Sun

NOTICE OF INTENT

It is the intent of the Colton Joint Unified School District to award one or more contract(s) as a result of this Request for Proposals (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

- A. **Best Value** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor's product(s) and/or services, and price.
- B. **Contract** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor's Proposal that is satisfactory to the District, and the District's Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.
- C. **CJUSD and/or the District, and/or government entity** refers to Colton Joint Unified School District
- D. **Proposer** refers to the person/firm that submits the proposal to this RFP.
- E. **Project** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- F. **Proposal** refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.
- G. **RFP** refers to this Request for Proposals.
- H. **Responsible Vendor** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- I. **Responsive Proposal** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- J. **Vendor** refers to the person(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.
- K. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

Dear Vendor,

The Colton Joint Unified School District, is pleased to provide you with document forms enabling you to respond to this year's **Bread & Tortilla Products** proposal.

Our district serves more than 14,000 lunches and 4,500 breakfast meals daily, when open to in person instruction. Colton Joint Unified School District – Nutrition Services Department, will respond to any questions and requests for information. All Questions and requests regarding this RFP should be made only to the contact person listed on page 2.

The bidding documents in the packet include:

- Document Check-off for Vendors – Signed & Dated
- Notice Inviting Proposals
- Instructions & Information for Proposers
- General Conditions
- Vendor Questionnaire
- Proposer Criteria Form
- Proposal Form
- Non Collusion Declaration – Notarized
- Certificate And Disclosure Statements (2)
 - Certificate Regarding Lobbying
 - Suspension And Debarment Certification
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Alcoholic Beverage and Tobacco- Free Workplace
- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification
- Printed Excel Worksheet
- Flash Drive or E-mail attachment– that includes Proposal Excel Spreadsheet

Colton Joint Unified School District, is trying to make process of bidding and purchasing more efficient. For your convenience we have provided an electronic spreadsheet on a flash drive for completion. However, a completed, signed printout of the spreadsheet is required and must be included in your sealed proposal package when it is returned.

Please take special notice of all the terms and conditions in the proposal document in order to be successful Proposer. A document check off sheet has been included to assist you.

Thank you for taking the time to proposal on our business. We hope many of you are successful Proposers and that we will enjoy a mutually profitable relationship with your company.

Sincerely,

Eric Enciso, Nutrition Services Director
Colton Joint Unified School District

BREAD PRODUCTS**INSTRUCTIONS & INFORMATION FOR PROPOSERS**

1. **PREPARATION AND SUBMISSION OF PROPOSAL FORM:** COLTON JOINT UNIFIED SCHOOL DISTRICT invites proposals on the forms enclosed to be submitted no later than, **2:00 p.m. on Thursday, May 6th, 2021**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside "**Bread & Tortilla Products – Proposal No. CJNS -2021-22-BREAD**". It is the sole responsibility of the Proposer to ensure that the proposal is received by **2:00 p.m. on, May 6th, 2021**. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.
2. **PROPOSAL OPENING:** All proposals shall be publicly opened at **2:00 p.m. on, May 6th, 2018** at the:
COLTON JOINT UNIFIED SCHOOL DISTRICT NUTRITION SERVICES "Rm.1"
325 HERMOSA AVENUE
COLTON, CA, 92324
3. **SIGNATURES:** Proposals must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.
Listed below are the officers eligible to sign proposal pages requiring an officer's signature:

1. Chairperson	6. Assistant Corporate Secretary
2. President or CEO	7. Treasurer or CFO
3. Vice-President	8. Assistant Treasurer
4. Assistant Vice-President	9. General Counsel
5. Corporate Secretary	10. Assistant General Counsel

CJUSD will not accept a Proposal if a document requiring an officer's signature is not signed by one of the above individuals.
4. **MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Excel Pricing Spreadsheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of proposal as not being responsive to the invitation to proposal. No oral or telephone proposals or modifications shall be considered. The proposal submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.
5. **WITHDRAWAL OF PROPOSAL:** Any Proposer may withdraw his proposal personally, or by written request, at any time prior to the scheduled closing time for the receipt of proposals. No Proposer may withdraw their proposal for a period of Forty-Five (45) calendar days after the date set for opening proposals.
6. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Proposer finds discrepancies in, or omissions from the proposal documents, they may submit to the Nutrition Services Director of the COLTON JOINT UNIFIED SCHOOL DISTRICT a written request for clarification and the response thereto will be mailed to all proposers. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. CJUSD will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the proposal.
7. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective July 1, 2021, through June 30, 2022. Prices must remain firm until December 31, 2021.

8. **PRICES:** Proposal each item separately, all prices must be firm from, July 1, 2021 through June 30, 2022.
9. **COMMENCEMENT OF DELIVERIES:** After receiving written notification of award, each successful Proposer shall be required to commence with the delivery of all items, which have been awarded immediately after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.
10. **SAMPLES:** The DISTRICT reserves the right to request samples of items proposal prior to the award, if the Proposer is bidding items/brands other than those specified or where no brand is indicated in the proposal document, the following shall apply:

The District reserves the right to request samples of items bid prior to the award, if the bidder is bidding items/brands other than those specified, or where no brand is indicated in the bid document, the following shall apply:

- A. Samples must be submitted to:

Eric Enciso, Director Nutrition Services
Colton Unified School District
325 Hermosa St.
Colton, CA. 92324

Between the hours of 8:00 a.m. and 2:00 p.m., May 10 – May 14, after which no samples will be accepted.

- B. Samples must be submitted free of charge. Samples must be clearly marked as to which bidder they belong to. Submit only individual sample unit, not a case. See Section D for quantities requested.
- C. All packages containing samples must be clearly labeled “**Samples – Nutrition Service RFP No. CJNS-2021-22-BREAD** and each sample clearly identified as to the bid and item numbers under which it is to be considered.
- D. **The following line items require a single unit sample. 02,03,04**
11. **BRANDS, SIMILAR PRODUCTS, “Or Equal”:** Whenever CJUSD refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.
12. **EVIDENCE OF RESPONSIBILITY:** Upon request of the group, a Proposer whose proposal is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The group requires the name of three (3) references for whom similar supplies or equipment were provided during the previous year.
13. **PROPOSAL DOCUMENT:** The complete proposal includes the following documents: Notice Inviting Proposals, Instructions to Proposers, General Conditions, Non-Collusion Declaration, Proposal Form, hard copy of Excel Pricing Spreadsheet, Electronic Media (USB drive) of Excel Pricing Spreadsheet, Proposer Criteria Form, Disclosure of Lobbying Form, Certification Regarding Lobbying Form, Suspension and Debarment Certification Form, Health Department Inspection Reminder, and Vendor Questionnaire. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Proposer should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The Proposer's submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposals should be verified before submission, as they cannot be withdrawn after their opening.

14. **TAXES:** Purchaser will pay for state and local taxes. Do not include taxes on the proposal form.
15. **DELIVERY:** All prices shall be quoted FOB destination. Destination shall be the individual school district placing the order. No additional fees shall be charged for small orders. No fuel surcharges may be charged to orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the Proposer. When requested, deliveries will be made by appointment only. DELIVERIES REQUESTED BY APPOINTMENT ONLY, AND NOT DELIVERED BY APPOINTMENT, WILL BE SUBJECT TO REJECTION. The above listed information is to be reproduced on the vendor's Bill of Lading. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.
16. **QUANTITIES:** Quantities shown are estimated usage of the District for the proposal period. The District reserves the right to purchase more or less of the units specified. The district will order in quantities best suited to their needs and storage facilities. Prices proposal shall be firm and shall not increase or include shipping or any additional handling fees for ordering in small quantities. (These quantities are not guaranteed by the district but are included for information.)
17. **INSPECTION OF FACILITIES – EVALUATION:** 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 in order to insure optimum storage and distribution practices. If the District determines that after such inspection that 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.
18. **SAFETY AND SANITATION:** Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food 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.
19. **PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to participating school districts, Vendor must immediately notify the school districts Food Services/Nutrition Departments with all pertinent information regarding the recall.
20. **CREDIT MEMOS:** The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Food Services Accounting Department, or e-mailed upon DISTRICT request.
21. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** District may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.
22. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION**

THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

- 23. MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years.

The extension may be granted on a year by year basis provided that the following conditions are being met:

- A. The DISTRICT has deemed the products and services of the vendor satisfactory.
- B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April.
- C. The percentage of price increase for products are at or below the consumer price increase for “**All Urban Consumers**” Database Series for the statistical area of “**US City Average**” from the category “**Food Away From Home**” as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Vendor may use the preceding twelve (12 Months) April to March, depending on the most recent months listed on the website two weeks prior to submittal of price increases. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the DISTRICT.
- D. If prices were increased midyear (see Instructions & Information for Proposers Item #8) the total increase in contract prices (July to June) shall not exceed item “C” listed above.
- E. Documentation of Insurance Coverage, (General Conditions, Item #10) shall be resubmitted with each request for contract extension.

24. PROPOSAL FORM DIRECTIONS:

- A. Proposer is to use the Excel Pricing Spreadsheet template provided on the electronic media accompanying the proposal documents.
- B. Proposer is to enter brand/trade name and SKU (stock keeping unit) number in appropriate columns of electronic Proposal Form when one or more items are co-specified by District. Stating "as specified" will not satisfy this requirement (in executing a purchase order, the District will require the exact brand name and SKU number for ordering).
- C. Proposer is to enter base pricing in the appropriate column of the spreadsheet.
- D. Discounted pricing based on volume purchasing or quantity discounts is to be entered into separate appropriate columns on the spreadsheet.
- E. If distributor’s SKU is different or unique as compared to manufacturer’s SKU, distributor’s SKU must be entered in appropriate column.
- F. **A printed copy of the spreadsheet must accompany the completed electronic spreadsheet as part of the formal proposal.** In the case of discrepancies, the paper copy of the proposal will be deemed the true proposal document and the basis of the award.
- G. Proposer is to complete requested information on pricing spreadsheet cover and final spreadsheet page.
- H. Proposer is to submit all pricing spreadsheet pages, even those without responses.

- I. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment or because no other equal is known to exist. Proposer may submit "equal" products in accordance with the sample provision of Paragraph 10 of the "Instructions to Proposer."
 - J. Each participating District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal. Proposers are to submit the unit price for each item proposal, reflecting any quantity breaks in a separate column of the spreadsheet. Proposers are to enter this information in the column provided. A single unit price submitted on the proposal response form shall be interpreted to be the price for any quantity amount ordered.
 - K. **The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.**
 - L. The District reserves the right to reject proposals with multiple items per line item. Proposers submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.
25. **PROPOSAL PROTESTS PROCEDURS:** Any Proposer may file a bid protest. The protest shall be filed in writing with the Director of Nutrition Services not more than five (5) business days after the date of the proposal opening. An e-mail address shall be provided, and by filing the protest, protesting Proposer consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
- A. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible Proposer will be notified of the protest and the evidence presented. If appropriate, the apparent low Proposer will be given an opportunity to rebut the evidence and present evidence that the apparent low Proposer should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
 - B. **Appeal:** If the protesting Proposer or the apparent low Proposer is not satisfied with the decision, the matter may be appealed to the CBO of Governmental Relations or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:
 - C. Colton Joint Unified School District
Attn: Mr. Rick Jensen — Assistant Superintendent of Business Services
1212 Valencia Ave. Colton, CA 92324
 - D. **Appeal Review:** The CBO of Governmental Relations or their designee shall review the decision on the bid protest from the Director of Nutrition Services and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Director of Nutrition Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

26. **COURIER DELIVERIES:** It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. **The Colton Joint Unified School District is not responsible for proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service. All proposals are due in the Nutrition Department by the posted or advertised closing date and time. It is the Proposers' responsibility to ensure that their proposal is delivered to the Nutrition Services Department "Rm. 1" located at 325 Hermosa Ave. Colton, CA 92324.**
27. **PROVISION BUY AMERICAN:** Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Proposers shall provide certification of the origin of food products and justification for purchase.

End of Instructions and Information for Proposer

GENERAL CONDITIONS

1. **AWARD OF AGREEMENT:** The soliciting group reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for sixty (60) calendar days after the proposal opening date. The DISTRICT reserves the right to award to one or more Proposers.

The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

It is the intention of the Co-Op to select the items to be purchased on an item-by-item basis wherever practical. However, the District reserves the right to combine items of like design and/or type to maintain uniformity.

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

2. **PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the vendor by participating school districts, commencing from proposal award (July 1, 2021 through June 30, 2022). The district will place their own orders. Ordering and lead time procedures will be mutually agreed upon between vendor and the district, but not to exceed 14 calendar days.
3. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved by the receiving district and delivered at or below awarded price.
4. **ORDER LIABILITY:** Any liability created by an order issued against this agreement shall be the sole responsibility of the participating school district placing the order.
5. **DISCOUNTS :** The vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
6. **INVOICES:** Invoices shall be submitted in triplicate to the participating school districts and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the participating school district.
7. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid 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 San Bernardino County.
8. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

9. **INSURANCE:** Without limiting vendor's indemnification of the DISTRICT, Proposer shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the DISTRICT and evidence of such program(s) satisfactory to the district shall be delivered to participating s district on or before the effective date of Contract. Such evidence shall specifically identify the contract and shall contain express conditions that the DISTRICT is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

A) Liability

Such insurance shall be primary to and not contributing with any other insurance maintained by individual school districts, and shall name each individual school district as an individual issuer, and shall include but not be limited to:

1) Comprehensive General Liability Insurance

Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$2,000,000.00 per occurrence.

2) Comprehensive Automobile Liability

Endorsed for all owned and non-owned vehicles with a combined single limit of \$2,000,000.00 per occurrence.

B) Worker's Compensation

A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract

C) Product Liability

Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than one million dollars (\$1,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice

10. **CAL-OSHA:** The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.

11. **DEFAULT:** Any participating school district may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

A. The Vendor fails to make delivery within the time specified herein.

OR

B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

- C. If the successful Proposer fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a three (3) calendar days – (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of the successful Proposer, as above stated, shall be paid by such Proposer and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess cost if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from these sections. The Vendor shall be required to deliver all supplies or services under this Agreement, which is not terminated.

12. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS

Background

Pursuant to Education Code Section 45125.1, it is necessary to CJUSD to determine whether a contractor of independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

1. Emergency Contacts – Exempt

Subsection (b) states that Section 45125.1 shall not apply to a contractor of independent contract consultant providing services to CJUSD in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repair are needed to make school facilities safe and habitable.

2. Limited Pupil Contact – Exempt

Subsection (c) states that Section 45125.1 shall not apply when CJUSD determines that the employees of the entity or the independent contract consultant will have limited contact with pupils.

In determining whether a contract employee or independent contract consultant has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the suppliers, unless and until such time as an incident involving supplier employee(s) making deliveries to the CJUSD sites have been cleared by the California Department of Justice regarding background check.

By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

13. EXCUSE FOR NONPERFORMACE – FORCE MAJEURE CLAUSE

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

14. PERFORMANCE BOND:

On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 *CFR*, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold.

15. PREVAILING LAW

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

16. ENERGY POLICY AND CONSERVATION ACT

Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.

17. INDEPENDENT CONTRACTORS

While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of any participating school district.

18. NON-DISCRIMINATION ENDORSEMENT

Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed. or any other category protected by the law. Vendor is required to sign the Equal Opportunity Act endorsement included with this agreement.

19. ASSIGNMENT OF THE AGREEMENT: No agreement awarded under this proposal shall be assigned without the prior written approval of the participating district.

20. LIABILITY/COPYRIGHT: The Bidder shall hold any participating school district, its officers, agents, servants and employees harmless from liability or any nature of kind whatsoever on account of use by the

publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.

21. **DELIVERY FREQUENCY:** All prices shall be quoted FOB destination. Destination shall be the individual school district placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the Proposer

***Attached is the delivery schedule and site frequency sheet that proposers must adhere to.**

19. **QUANTITIES:** Quantities shown are estimated usages of the districts for the proposal period. The districts reserve the right to purchase more or less of the units specified. Each district will order in quantities best suited to their needs and storage facilities. Prices proposal shall be firm for all districts and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the group but are included for information.)

20. **“PIGGYBACK” CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

The COLTON JOINT UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code Sections.

Any school district and the awarded Proposer (s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the DISTRICT and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

Acceptance or rejection of this clause **will not** affect the outcome of this proposal. Please initial your preference below.

Piggyback option granted: ✓✓

Piggyback option not granted:

21. **PROPOSERS DISCLOSURE INFORMATION:** All disclosure, certification and non-collusion forms or affidavits contained in this proposal must be completed and submitted prior to the final award.

22. **PROPOSER CRITERIA FORM:** The Proposer Criteria Form must be completed and submitted with the proposal.

23. **CERTIFICATIONS:**

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

- b. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
- Section 306 of Clean Air Act (42 U.S.C. 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - Section 508 of the Clean Water Act (33 U.S.C. 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - **Executive Order 11738:** <http://www.epa.gov/isdc/eo11738.htm>
 - Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities
- c. **Debarment Certification**
The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- d. **Lobbying**
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- e. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>.
the VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- f. **Contract Work Hours and Safety Standards Act Compliance:**
<http://www.dol.gov/compliance/laws/comp-cwhssa.htm> . In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act
- g. **The Contractors Certification** – Regarding Drug Free Workplace must accompany this Proposal
- h. **The Contractors Certification** – Alcoholic Beverages and Tobacco Free Workplace must accompany this proposal

- i. **The Contractors Certification** – Worker Compensation must accompany this proposal
- j. **Clean Air and Water Certification**

End of General Conditions

EVALUATION AND AWARD

TECHNICAL and PRICE EVALUATION for RESPONSIVE PROPOSERS

To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive Proposers will not be evaluated. Proposers with a minimum of 20 points in the Technical Criteria move on to the price determination. Contracts are awarded to the responsive & responsible Proposer, with a minimum of 20 points, and the lowest pricing.

Criteria #	Technical Criteria Description	Weighted Value
1	The reputation of the Proposer and Proposer's good or services a) Reference checks b) Vendor Questionnaire	10
2	The quality of the Proposer's goods or services, as applicable (assessed through reference check questionnaire) a) Product, pack size meets specifications b) Delivery Specifications c) Order placement, invoicing, and customer service	10
3	The extent that the proposers meet the requirement of a Small Business Minority, Woman, and Disabled Veteran Business Enterprise (M/W/DVBE) criteria. (Certification must be submitted before award of contract.)	10

1. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). CJUSD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. CJUSD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
2. **NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any Contract resulting from this RFP is non-exclusive. CJUSD reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Vendor or to multiple Vendors.
3. **DISQUALIFICATION:** Proposer may be disqualified before or after CJUSD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.
4. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** CJUSD in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate in CJUSD and submit proposals based upon their capacity to perform and

be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2. Part 1. Chapter 2. **Responsive Bidders.**

A) Further information can be found at the following PCC web sites.

http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=

B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website,

<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

5. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to CJUSD.
6. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with CJUSD to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until, it is accepted by CJUSD and after approval by the CJUSD Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the individual Districts participating issue Purchase Orders in the name of the vendor(s).**
7. CJUSD does not sign Vendor contract forms. In the event that CJUSD awards a project to Vendor and Vendor request changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Proposer.

VENDOR QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

1. How do you plan to work with the District to set up a delivery schedule?

2. How many deliveries per week will you provide?

SEE ATTACHED

3. Do you have minimums for deliveries? Please Circle YES or NO

If YES please state your minimum delivery amounts (dollar amount, case quantity, etc)

4. How many delivery trucks do you have? How many lift gates?

5. What is your procedure for notifying customers of shortages and /or substitutions?

6. What is your procedure for notifying customers of a product recall?

VENDOR QUESTIONNAIRE – Page 2

7. What procedures do have in place to fill emergency orders?

8. How many years has your company been in the food service distribution business?

SEE ATTACHED

9. Has your firm backed out of distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.

10. Has your firm been replaced at the will of the district(s) during the last 18 months for a lack of execution? If so, please explain.

End of Vendor Questionnaire



GOLD STAR FOODS

**COLTON JOINT UNIFIED SCHOOL DISTRICT
Request for Proposal No. CJNS-2021-22-BREAD
VENDOR QUESTIONNAIRE**

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary).

1. How do you plan to work with the District to set up a delivery schedule?

Gold Star Foods, Inc. (Gold Star) has reviewed the requested delivery schedule listed in this RFP and can meet the delivery schedule as proposed. Upon award of the contract, Gold Star will verify delivery days and windows to develop the final routing schedule. If changes are necessary during the school year, Gold Star will work with the district to come up with a mutually agreed upon delivery schedule.

2. How many deliveries per week will you provide?

Based on the delivery frequency information listed in the RFP, Gold Star can meet specified site deliveries per week.

3. Do you have minimums for deliveries? Check: Yes No

If YES please state your minimum delivery amounts (dollar amount, case quantity, etc).

No, Gold Star does not have a minimum dollar amount or case quantity for deliveries.

4. How many delivery trucks do you have? How many lift gates?

Gold Star's current delivery fleet consists of: 52 bobtail trucks, 3 vans, 91 tractors, and 129 trailers. Our bobtails and vans can maintain both frozen and refrigerated temperatures. Our trailers are multi-temp trailers that can handle both frozen and refrigerated temperatures. All delivery vehicles have lift gates except our three vans.

5. What is your procedure for notifying customers of shortages and/or substitutions?

Gold Star takes a proactive approach for minimizing shortages or substitutions. The dedicated K-12 Account Specialist is responsible for communicating with the District about all potential product shortages. If there is an inventory shortage requiring an order modification and/or substitution, the K-12 Account Specialist will contact the District representative. We utilize both phone and e-mail communication to ensure that we make contact in a timely manner. Gold Star will not send substitute items without an authorization by the District. To minimize the impact to the District and ensure that menus meet meal pattern requirements, we find substitutes with similar pack sizes, price point, and meal/nutritional contribution.

6. What is your procedure for notifying customers of a product recall?

Food safety is a top priority at Gold Star Foods. Our operation is safe, compliant, and has full traceability of all products we receive and deliver. Gold Star is certified as Global Food Safety Initiative (GFSI) Safe Quality Food



GOLD STAR FOODS

(SQF) Level 2 operation. The GFSI is the most stringent food safety certification available globally. The SQF Level 2 is the highest certification that a non-manufacturer can receive.

The SQF program allows us to respond quickly in the event of a recall. We collect hold/recall contact information from our partner districts and contact those team members via email and phone with information pertaining to the recall. Time is of the essence when a recall occurs; we have a dedicated recall team who respond 24 hours per day- 7 days per week. We typically notify District personnel impacted by a recall within 2 hours or less of the recall announcement and provide the following information to districts:

- Affected Lot Numbers
- Delivery Date/Received Date
- Sites Affected
- Number of Cases Received by Site
- Instructions on How to Proceed with Affected Product

During the 2019 calendar year, Gold Star successfully responded to five (5) recalls with zero impact to district customers or the children they serve. In the 2020 calendar year, Gold Star successfully responded to six (6) recalls with zero impact to district customers.

7. What procedures do you have in place to fill emergency orders?

Gold Star understands that emergencies and problem situations happen, and we are available regardless of the day or time. In these situations, we work with the district to come up with the best possible solution. In an emergency, the District may contact the K-12 Account Specialist during work hours. The District can contact the Director of Customer Service or designated Sales Manager, who can be reached on their cell phones, 24 hours per day. We work with customers directly to offer cost effective solutions. If additional costs are necessary, these would be negotiated with the district and would depend on the nature of the emergency or problem and the proposed solution. In the last two year's Gold Star has been able to successfully deploy resources to support schools facing emergency situations such as fires, earthquakes, and intermittent power outages. Most recently with the Coronavirus pandemic, Gold Star has been able to modify delivery days for school closures and secure ample supplies of individually wrapped items, fresh meal kits, and shelf-stable meal kits.

When these situations have occurred in the past, we have assisted in one of the following ways:

- Picked up frozen food and held at GSF until the freezer is repaired
- Assisted with transporting foods to an alternate school location(s)
- Parked a frozen trailer at the school site to hold the foods until the freezer was repaired. Additional costs may be negotiated with the customer. Fuel for the trailer must be provided by the customer.
- Delivered emergency food or supplies as requested by the district

8. How many years has your company been in the food service distribution business?

Gold Star has been in the K-12 foodservice business for 43 years. Founded in 1978, Gold Star is a nationally recognized supply system solving the complex needs of our specialized food service partners. Gold Star has



GOLD STAR FOODS

twenty-five (25) years of experience selling fresh bread to K-12 school districts. We currently deliver fresh bread to over 50 school districts throughout California.

Gold Star is proud of our fresh bread program which features a **100% California** product. The wheat in our fresh bread is sustainably sourced from Robinson Ranch in Merced, California. The flour is milled, and bread is baked in Downtown Los Angeles. Gold Star Foods' fresh bread program is specifically designed to meet the nutritional guidelines of the National School Lunch Program. We have a dynamic fresh bread catalog that includes 46 unique Fresh Bread Items available to order. Our fresh bread contains no high fructose corn syrup or glyphosate (Round Up). Many of our fresh bread items are also available 'fresh-frozen' which is convenient for when deliveries may need to be adjusted.

9. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.

No, Gold Star has not backed out of a distribution contract to a school district mid-year within the last 18 months.

10. Has your firm been replaced at the will of a district(s) during the last 18 months for a lack of execution? If so, explain.

No, Gold Star has not been replaced at the will of a district during the school year within the last 18 months.

Colton Joint Unified School District

**CERTIFICATIONS TO BE
SUBMITTED WITH
AGREEMENT**

PROPOSER CRITERIA FORM

The CJUSD requires that the successful Proposer meet the following minimum requirements:

- In business for minimum of 5 years
- Must maintain a warehouse/distribution center no less than 50,000 sq. ft. within a 100-mile radius of the delivery points of the District
- Have three current school district references

Please provide three current school district references:

A. School District: Morongo Unified School District
 Address: 5715 Utah Trail Twentynine Palms, CA 92277
 Contact Person: Janet Barth
 Telephone Number: 760-367-9191
 Number of Deliveries per year: 960+ Deliveries per year

B. School District: Pomona Unfied School District
 Address: 1460 East Holt Avenue Suite 160 Pomona, CA 91767
 Contact Person: Daryl Hickey
 Telephone Number: 909-397-4711
 Number of Deliveries per year: 4600+ Deliveries per year

C. School District: Glendale Unified School District
 Address: 349A West Magnolia Ave, Glendale, CA 91204
 Contact Person: Jennifer Chin
 Telephone Number: 818-552-2677
 Number of Deliveries per year: 1080+ Deliveries per year

John Cho
 Name of Preparer

V.P. of Merchandising and Contracts
 Title

[Signature]
 Signature of Preparer

May 6th, 2021
 Date

By signing this form, you are verifying that your company meets the requirements stated above

Colton Joint Unified School District
BREAD & TORTILLA PRODUCTS

PROPOSAL FORM

Proposal Number CJNS-2021-22-BREAD PRODUCTS

Proposal Closing Date: 2:00 p.m. on May 6th, 2021.

Proposal Closing Site: Colton Joint Unified School District

To: Director of Nutrition Services, Eric Enciso

- 1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposers, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposed and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.
- 2) This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
- 3) Proposer shall complete and have notarized, the provided Non-Collusion Declaration and include it with proposal response.

Name of Firm Gold Star Foods

Address of Firm (street, city, state) 3781 E. Airport Drive Ontario, CA 91761

John Cho
(Name)
V.P. of Merchandising and Contracts
(Title)

of the Proposer, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Proposer, in connection with Proposal RFP#CJNS-2021-22-BREAD, and all the representations herein made, are true and correct.

Executed this 4TH day of MAY, 2021,
at (county). ONTARIO, CALIFORNIA

[Signature] (909) 843-9600
Signature Telephone

Date 5/4/2021

WITNESS my hand and official seal.

See Attached

(Seal)
Notary Public in and for said State

END OF PROPOSAL FORM

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)

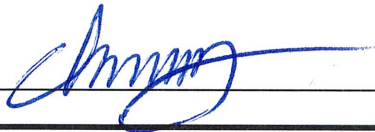
On MAY 4, 2021 before me, SANG KIM, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JOHN CHO,
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.

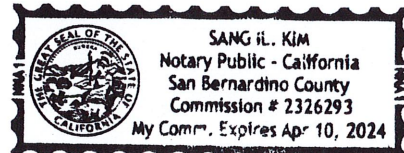
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106)

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the V.P. of Merchandising and Contracts of Gold Star Foods, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. 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 to refrain from bidding. 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. All statements contained in the proposal are true. 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, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

(Signature of Officer)

John Cho

(Typed Name of Officer)

Gold Star Foods

(Office)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

May 6th, 2021 [date], at Ontario [city], California [state].

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the Gold Star Foods
_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act

DATE: May 6th, 2021

Gold Star Foods
CONTRACTOR

By: _____
John Cho

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor) Gold Star Foods		
Printed Name and Title: John Cho V.P. of Merchandising & Contracts	Signature: 	Date: May 6th, 2021
Name of School Food Authority:		Agreement Number:

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award</p>	<p>Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____</p>
<p>3. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known _____ Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply): \$ _____ actual planned</p>	<p>12. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____</p>	
<p>13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: _____ <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____</p>		
<p>14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>		

<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: <u>John Cho</u></p> <p>Title: <u>V.P. of Merchandising and Contracts</u></p> <p>Telephone No: (<u>909</u>) <u>843-9600</u></p> <p>Date: <u>May 6th, 2021</u></p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

- announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
 10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
 12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
 13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

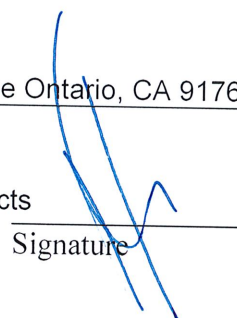
Potential Vendor or Existing Contractor (Lower Tier Participant):

Gold Star Foods
Company Name

3781 E. Airport Drive Ontario, CA 91761
Address

John Cho
Printed Name

V.P. of Merchandising and Contracts
Title


Signature

May 6th, 2021
Date

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

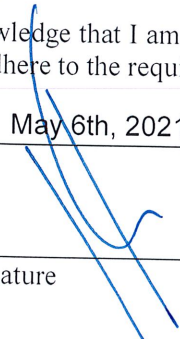
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee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

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

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

DATE: May 6th, 2021

Gold Star Foods
CONTRACTOR

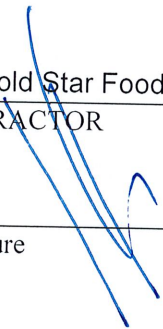
By: 
Signature

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

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

DATE: May 6th, 2021

Gold Star Foods
CONTRACTOR

By: 
Signature

Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance 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 worker's 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 work of this contract.

Signature of Authorized Representative

John Cho

Type Name of Above

V.P. of Merchandising and Contracts

Title of Authorized Representative

(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.)

Clean Air and Water Certification

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

Gold Star Foods

Name of Vendor Company

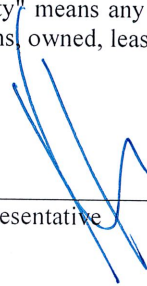
THE VENDOR AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

John Cho
 Authorized Representative



V.P. of Merchandising and Contracts
 Title

May 6th, 2021
 Date

Bread Delivery 2021/22

School Site	Delivery Days	Contact Person and Phone Numer	Delivery Times	Start Date for 2021/22
Birney 1050 East Olive Street Colton, CA 92324	Tuesday & Thursday	Roxanne-Ruiz Strowger (909) 580-5017 ext.7248	Before 9:30 A.M.	Tuesday August 4, 2021
Crestmore 18870 Jurupa Avenue Bloomington, CA 92316	Tuesday & Thursday	Nancy Hudson (909) 580-5010 ext. 5722	Before 9:30 A.M.	Tuesday August 4, 2021
Grant 550 West Olive Street Colton, CA 92324	Tuesday & Thursday	Tracy Kelly-Avalos (909) 580-5024 ext. 7608	Before 9:30 A.M.	Tuesday August 4, 2021
Lincoln 444 East Olive Street Colton, CA 92324	Tuesday & Thursday	Ramona Ramirez (909) 580-5026 ext.7813	Before 9:30 A.M.	Tuesday August 4, 2021
McKinley 600 West Johnston Street Colton, CA 92324	Tuesday & Thursday	Gina Ruvalcaba (909) 580-5028 ext.8909	Before 9:30 A.M.	Tuesday August 4, 2021
Rogers 955 West Laurel Street Colton, CA 92324	Tuesday & Thursday	Kelly Malcolm (909) 580-5027 ext.7943	Before 9:30 A.M.	Tuesday August 4, 2021
San Salvador 471 Agua Mansa Road Colton, CA 92324	Tuesday & Thursday	Velia Espinoza (909) 580-5031 ext.3909	Before 9:30 A.M.	Tuesday August 4, 2021
Wilson 750 South 8th Street Colton, CA 92324	Tuesday & Thursday	Vacant (909) 580-5015 ext.7040	Before 9:30 A.M.	Tuesday August 4, 2021
Zimmerman 11050 Linden Avenue Bloomington, CA 92316	Tuesday & Thursday	Jill Bachman (909) 580-5019 ext.7447	Before 9:30 A.M.	Tuesday August 4, 2021
Colton Middle 670 West Laurel Street Colton, Ca 92324	Tuesday & Thursday	Monique Evers (909) 580-5009 ext. 3616	Before 9:30 A.M.	Tuesday August 4, 2021
Ruth O.Harris Middle 11150 Alder Avenue Bloomington, CA 92316	Tuesday & Thursday	Vacant (909) 580-5020 ext. 8017	Before 9:30 A.M.	Tuesday August 4, 2021
Bloomington High 10750 Laurel Street Bloomington, CA 92316	Tuesday & Thursday	Kellyanna Miller (909) 580-5004 ext. 3042	Before 9:30 A.M.	Tuesday August 4, 2021
Colton High 777 West Valley Boulevard Colton , CA 92324	Tuesday & Thursday	Priscilla Cortez (909) 580-5005 ext. 2349	Before 9:30 A.M.	Tuesday August 4, 2021

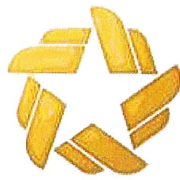
Produce Delivery 2021/22

School Site	Delivery Days	Contact Person and Phone Numer	Delivery Times	Start Date for 2021/22
Cooley Ranch 1000 South Cooley Drive Colton, CA 92324	Tuesday & Thursday	Lorie Montes (909) 580-5023 ext.7546	Before 9:30 A.M.	Tuesday August 4, 2021
D'Arcy 11645 Elm Avenue Fontana, CA 92337	Tuesday & Thursday	Evelyn Jaurigue (909) 580-5018	Before 9:30 A.M.	Tuesday August 4, 2021
Grand Terrace Elem. 12066 Vivienda Avenue Grand Terrace, CA 92313	Tuesday & Thursday	Nicole Issac (909) 580-5032 ext.9008	Before 9:30 A.M.	Tuesday August 4, 2021
Grimes 1609 Spruce Avenue Bloomington, CA 92316	Tuesday & Thursday	Jason Newhouse (909) 580-5030 ext.8709	Before 9:30 A.M.	Tuesday August 4, 2021
Jurupa Vista 15920 Village Drive East Fontana, CA 92337	Tuesday & Thursday	Robin Clark (909) 580-5021 ext.6811	Before 9:30 A.M.	Tuesday August 4, 2021
Lewis 18040 San Bernardino Avenue Bloomington, CA 92316	Tuesday & Thursday	Cecilia Avalos (909) 580-5025 ext. 7709	Before 9:30 A.M.	Tuesday August 4, 2021
Reche Canyon 3101 Canyon Vista Drive Colton, CA 92324	Tuesday & Thursday	Anna Ramos (909) 580-5012 ext.6010	Before 9:30 A.M.	Tuesday August 4, 2021
Smith 9551 Linden Avenue Bloomington, CA 92316	Tuesday & Thursday	Sheila Cruz (909) 580-5033 ext. 8838	Before 9:30 A.M.	Tuesday August 4, 2021
Sycamore Hills 11036 Mahogany Drive Fontana, CA 92337	Tuesday & Thursday	Brenda Holmes (909) 580-5029 ext.6719	Before 9:30 A.M.	Tuesday August 4, 2021
Terrace View 22731 Grand Terrace Road Grand Terrace, CA 92313	Tuesday & Thursday	Karen Taylor (909) 580-5016 ext.7128	Before 9:30 A.M.	Tuesday August 4, 2021
Terrace Hills Middle 22579 DeBerry Street Grand Terrace, CA 92313	Tuesday & Thursday	Ebony Harris (909) 580-5022 ext.8116	Before 9:30 A.M.	Tuesday August 4, 2021
Grand Terrace High Grand Terrace, CA 92313	Tuesday & Thursday	Senia Maestas (909) 580-5006 ext. 4895	Before 9:30 A.M.	Tuesday August 4, 2021

Produce Delivery 2018/19

School Site	Delivery Days	Contact Person and Phone Numer	Delivery Times	Start Date for 2021/22
Joe Baca Middle / Central Kitchen 1640 S. Lilac Avenue Bloomington, CA 92316	*Monday Tuesday *Wednesday Thursday *Friday	Corrina Chavez (909) 580-5014 (909) 876-6359 (909) 684-7979	Before 10:30 A.M.	Monday August 4, 2021

| * As needed |




GOLD STAR FOODS

Food Security & Safety Program



January 2020

	GOLD STAR FOODS	SQF 2.7.1	DOCUMENT # 2.7.1
Document Title: Food Defense		Revision Date:	12/28/16
Department: ALL Departments		Revision #	3
Prepared By: Wayne Warner	Approved By: Pedro Osorio		Page 1 of 4

Purpose

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

Responsibilities and Methods


i. Site Security Team

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

NAME	POSITION	CONTACT	RESPONSIBILITIES
San C. Leer	CEO	(562) 508-6533	Senior Leader
Joe Villarreal	Senior Vice President of Operations	(951) 741-7578	Site Coordinator Responsible for overall site security
Pedro Osorio	Director of Safety/HACCP	(323) 496-7280	Responsible for food defense training
Erick Osorio	Director of Warehouse	(323) 492-3977	Responsible for receiving, storage and loading security
Octavio Salazar	Director of Transportation	(909) 437-9513	Responsible for security of delivery
Karen Rosales	Executive Director of Procurement	(626) 428-9340	Responsible for vendor security verification
Wayne H. Warner	Advisor	(253) 576-0867	Responsible for conducting 3 rd part security audits
FDA		(866) 300-4374	Notify in case of a food tampering issue

ii. Facility Access and Authorized Personnel

- a. Access to the facility is restricted to authorized personnel only.
- b. Access to the facility is secured and monitored at all times.
- c. Access to roofs, airflow units, water supply, electrical and refrigeration is limited to authorized personnel.
- d. Employees enter the building through the authorized employee door located at the South side entrance to the building. This door is marked "Employee Entrance Only". They are accessed with pass cards.
- e. Short Term - Leased Employees assigned to work at Gold Star Foods for short periods of time, from one day to one or two weeks will be issued a temporary pass code The code is valid for the duration of their assignment.
- f. Visitors enter the building through the front lobby door only from 8:00am-5:00pm.

	GOLD STAR FOODS	SQF 2.7.1	DOCUMENT # 2.7.1
Document Title: Food Defense		Revision Date:	12/28/16
Department: ALL Departments		Revision #	3
Prepared By; Wayne Warner	Approved By: Pedro Osorio		Page 2 of 4

- g. Visitors to the plant are required to read and sign the Visitor Pass GMPs.
- h. Visitors will sign in/out on the Daily Visitor's Log.
- i. The Receptionist will call the person being visited, who will arrange to have someone from the department come to the lobby and ESCORT the visitor. (EXCEPTION: Known contractors under written contract with the company who frequently visit the Company will not need to be escorted.
- j. Visitors will wear visitor badges to aid in differentiating visitors from Gold Star Foods employees.
- k. Personal visitors will be issued a visitor pass, and it will be the responsibility of the employee to escort the visitor while within the facility and to follow all rules and regulations with particular attention to restricting access to sensitive areas. Personal visitors to the plant must be approved in advance by Management
- l. Contractors entering after hours are either bonded or screened by a background check.
- m. The entrance to the front lobby and offices is locked between the hours of 5:00pm and 8:00am or whenever the lobby is not being monitored by the receptionist. The receptionist inspects the entry door in the morning for evidence of unauthorized entry. The receptionist leaving each night secures the front lobby door.
- n. Gold Star Foods is a 24/7 operation. There is appropriate supervision of all staff-including sanitation and maintenance, contract workers, data entry and computer support staff and especially new employees.
- o. Managers are assigned a security level with access to assigned areas only. Keys are assigned and checked out to authorized individuals by the Office Manager.
- p. All spare keys are secured in a lock box controlled by the Office Manager. Building keys cannot be duplicated. All terminated managers with access to the building are required to turn their assigned keys in prior to leaving the building.
- q. Keys and/or key cards are collected prior to the departure of any terminated employees who had access to the facility.
- r. Camera cell phones and recording devices are prohibited unless issued by Gold Star Foods' Management.

iii. Employees


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

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

iv. Computer Access

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

v. Receiving of Goods

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

vi. Storage of Materials

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

vii. Work In Process

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

viii. Finished Goods and Packaging Storage

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

ix. Shipping of Finished Goods


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

x. Hazardous Chemicals

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

xi. Equipment

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

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xii. Security Training

- a. All employees are trained in our Food Defense policies and procedures at time of hire and annually thereafter. Training is validated on the Security Training Record.
- b. Facility security procedures include but are not limited to emergency evacuations, a familiarity with emergency response in the community-including 24-hour contact of local, state and federal officials, and a maintained floor plan (both on and off site).
- c. All facility staff is trained to be alert for and respond to evidence of tampering with product or equipment, other unusual situations or other security breaches.
- d. Employees are trained to sight suspicious activity from visitors, contractors and fellow employees of the plant (authorized or not).
- e. All suspicious activity is reported to the Operations Manager.
- f. Every occurrence is reported to a supervisor. If there is a report at any time that points to evidence of tampering, criminal or a terrorist action a 24-hour FDA emergency hotline number is required to be called. This number is 866) 300-4374

Responsibilities

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

Records

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

Revision History			
<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	04/05/15	Pedro Osorio	New
2	02/24/16	Wayne Warner	Update to procedure and responsibilities
3	12/28/16	Pedro Osorio	Added Joe Villarreal, removed Larry Noble




**HAZARD ANALYSIS CRITICAL CONTROL POINTS
(H.A.C.C.P.) PROGRAM**



March 2018

• 3781 East Airport Drive • Ontario, CA, 91761 • Phone (909) 843-9600 • Fax (909) 843-9659 •
www.goldstarfoods.com

	GOLD STAR FOODS	SQF 2.4.3	DOCUMENT # 2.4.3.1
Document Title: HACCP Overview		Revision Date:	1/16/2021
Department: ALL Departments		Revision #	9
Prepared By: Wayne Warner		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, & Bio-Security:

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.

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Plant Description:

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
Michael Weakley	General Manager Dixon	HACCP Team Member (916) 825 - 9456	HACCP trained
Octavio Salazar	VP of Operations	HACCP Team Member (909) 437-9513	HACCP Trained
Alfredo Hernandez	Director of Warehouse	HACCP Team Member (323) 496 - 5962	HACCP Trained
Robert Avery	Director of Transportation	HACCP Team Member (909) 279-9116	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

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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

Introduction to HACCP/HARPC

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


The FDA created HARPC (Hazard Analysis and Risk-Based Preventive Controls for Human Food). HARPC is written within [Section 103 of FSMA \(Food Safety Modernization Act\)](#) guidelines, and requires that food manufacturers or processing facilities operate with the strategies and guidelines in place, including:

HARPC is a US Standard which affects a number of FDA-regulated products & HACCP is a global standard.

HACCP & HARPC both define hazards (such as biological, chemical and physical) but HARPC includes radiological and intentional hazards to its high risk category.

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

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

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/HARPC Preventative Controls	Hazards identified in the risk analysis as being of significance and their respective control measures are transferred to the HACCP table. The critical limit of these hazards is specified. Details of who will monitor the critical limit to make sure it is not broken are given. Actions to be taken when critical limits are broken are also given. Records of monitoring activities are listed.

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Methodology:

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

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

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

Guidance: The HACCP plan has been prepared in accordance with:
 FDA Hazard Analysis and Critical Control Point Principles and Application Guidelines Adopted August 14, 1997, National Advisory Committee on Microbial Criteria for Foods and CODEX Alimentarius Guidelines 97/13A for HACCP
 HARPC principles are written in accordance within Section 103 of FSMA (Food Safety Modernization Act

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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 and Robert Avery



PRODUCT RECALL PROGRAM

January 2020

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www.goldstarfoods.com



Document Title : **Product Recall and Withdrawal**

Department : **ALL Departments**

Prepared By: **Wayne Warner**

Approved By: **Pedro Osorio**

Revision Date: | 3/16/18

Revision #

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Purpose

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

Responsibilities and Methods

Recall Team and Notification Tree


Sean C. Leer	CEO	(562) 508-6533	Responsible for Recall Order
Karen Rosales	Strategic Sourcing Manager	(626) 428-9340	Recall Coordinator Product recall recommendation Compiles recall documentation Backup to CEO
Pedro Osorio	Safety/HACCP Manager	(323) 496-7280	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
Rani Romero	VP Customer Service	(323) 490-9311	Customer notification
Richie Cabrera	IC Manager	(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	(707) 330 - 2304	Segregation of Materials Place affected products on hold
Dan Moreno	Produce/Bread Inventory Mgr.	(909) 541-3399	Product accounting
Octavio Salazar	Director of Transportation and Warehouse	(909) 437-9513	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.

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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
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.

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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.

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.

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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 product s(s). Product will be isolated and placed on immediate hold at GSF.
 - f. Pick-up schedules will be made for all verified recall products with each customer.
 - g. Any recall product in the warehouse will be physically pulled out of inventory, tagged "Recalled Product", shrink wrapped and put into assigned product recall section.
 - h. The Transportation Department will be notified of the recall, and will be instructed on all scheduled pick-ups that must occur.

- B. 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

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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.

Revision History			
<u>Rev#</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	08/31/15	Pedro Osorio	New
2	02/22/16	Wayne Warner	Update to procedure and responsibilities
3	05/06/17	Jaime Anguiano	Update Martin Cell#, Removed Wayne Warner From additional Resources.
4	03/16/18	Jaime Anguiano	Added Mike Lapacka and Daniel Torres.