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# Board Cover Memorandum

**To** Board of Education

**From** Denise G. Saddler, Interim Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Devinder Kumar, Senior Executive Director, Nutrition Services

**Meeting Date** June 24, 2026

**Subject** Award of Bid and Approval of Contract Agreement - Grocery Items (All Sites)

**Ask of the Board** Approval by the Board of Education of Award of **Bid (IFB) #26-173NS GROCERY PRODUCTS K-12 Meal Program For Nutrition Services** and Approval of Contract Agreement by and between the District and Gold Star Food, Ontario, CA, for delivery of grocery items to the all-District sites, as the lowest responsive and responsible bidder, rejecting all other bids, for all sites delivery scope, in an amount not to exceed \$4,500,000.00, effective July 1, 2026 through June 30, 2027, with two (2) one-year options to renew, upon further approval of the Board.

**Background** The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Grocery items, including frozen, refrigerated, and shelf-stable foods, are necessary purchases for these programs.

**Discussion** On February 20, 2026, Nutrition Services advertised Invitation for Bids (IFB) No. 26-173NS. Two vendors submitted bids on the 307 required line items: SYSCO San Francisco and Gold Star Foods. Staff evaluated both bids and recommended a split award structured around the District's two distinct delivery profiles. This memorandum addresses the recommended award to Gold Star Foods for delivery to all District school sites, where its distribution network and per-site pricing yield the lowest delivered cost across the dispersed site profile.

**Fiscal Impact** Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$4,500,000.00

**Attachment(s)**

- Gold Star Foods Signed Agreement
- Notice of Intent to Award Bid IFB No. 26-173NS to Gold Star Foods
- Gold Star Foods Response to IFB No. 26-173NS

- OUSD IFB No. 26-173NS

## CONTRACT AGREEMENT

Grocery Items IFB#26-173NS (all sites)

This Agreement ("Agreement") dated as of July 1, 2026 ("Effective Date"), is made and entered into by and between the Oakland Unified School District ("OUSD") and Gold Star Foods ("Vendor," together with OUSD, the "Parties" or each individually a "Party").

For the consideration stated below, the Parties hereby agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" including: the Agreement, Invitation for Bid number 26-173NS ("IFB") and Vendor's Proposal in response thereto, Noncollusion Affidavit, Bidder's Statement Regarding Insurance Coverage, Workers' Compensation Insurance Certificate, Equal Opportunity Employment, Fingerprinting / Criminal Background Investigation Certification, Certificate of Independent Price Determination, Suspension and Debarment Certification, Iran Contracting Act of 2010 Compliance Affidavit, Good Food Purchasing Resolution, Good Food Purchasing Bidding Vendor Pledge, No Prohibited Interest/Conflict of Interest Declaration, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Proposal Signature Page Form, Specifications- Delivery Locations- Pricing Sheets, and all modifications, addenda, bulletins, and amendments.

2. **PROVISION OF GROCERY ITEMS.** Vendor was selected as the lowest responsive and responsible bidder to provide the following: Grocery Items. The **Grocery Items** shall be delivered in strict accordance with local health and safety requirements, the Contract Documents and all provisions of the complete Agreement as herein defined. Vendor shall be liable to OUSD for any damages arising as a result of a failure to fully comply with this obligation, and Vendor shall not be excused with respect to any failure to fully comply with the requirements of the Contract Documents.

Subject to the power and authority of the District as provided by law in this Agreement, the District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this Agreement.

Individual orders of Groceries will be placed on-line no later than two - eighteen (2-18) business days prior to the next scheduled delivery date. OUSD reserves the right to revise as necessary an order no later than 1:00PM the day preceding any delivery. Each order placed by OUSD will include OUSD assigned order number for the product, quantity, approved product code and product description.

3. **TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT.** The term of this Agreement shall be for the 2026-2027 fiscal year, unless terminated earlier pursuant to Section 15 {Termination}. This Agreement may be renewed by mutual agreement of the Parties for up to two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of this Agreement having been met to the satisfaction of OUSD.

4. **INSPECTION AND APPROVAL.** Vendor agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Groceries.

a. In accordance with Section 5 (Compensation), the Groceries must meet the approval of OUSD, and OUSD reserves the right to direct Vendor to correct any defects in the Groceries, in whole or in part, if OUSD, in its sole discretion, determines that the Groceries does not comport with this Agreement.

b. If a product is rejected at time of delivery, a credit is to be issued for the product.

- c. Upon notification by OUSD, Vendor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to OUSD. A notice of products failing to meet specifications may result in contract termination.
5. COMPENSATION. OUSD agrees to pay Vendor for satisfactorily delivering Groceries in accordance with this Section, Section 10 (Invoicing), and Exhibit A.
  - a. The dollar amount of this Agreement shall not exceed \$4,500,000.00 per fiscal year. It shall be the responsibility of the Vendor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Vendor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs. Vendor shall provide all equipment, materials, and supplies necessary to complete delivery of the Groceries in accordance with this Agreement.
  - b. OUSD shall not pay and shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor not described in Exhibit A.
  - c. Payment for Groceries shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after Vendor submits an invoice to OUSD, in accordance with Section 10 (Invoicing), for Groceries actually delivered and after OUSD's written approval that Groceries items were actually delivered. The granting of any payment by OUSD, or the receipt thereof by Vendor, shall in no way lessen the liability of Vendor to correct any defects with the Groceries, even if the defects were not apparent or detected at the time a payment was made.

Vendor agrees that it shall not expect or demand payment for the delivery of Groceries delivered outside of the Term of this Agreement. Vendor acknowledges and agrees not to expect or demand payment for any Groceries delivered prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
  - d. All shipments shall be made F.O.B. destination, Oakland, California. F.O.B. destination indicates that the seller is responsible for shipment until it is tendered to OUSD. OUSD will not pay for shipping and handling, nor shall OUSD pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of OUSD. Should it be necessary to refuse delivery of any product(s), Vendor shall be responsible for the cost of retrieving same.
6. PRODUCT SUBSTITUTION. Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by OUSD. If during the course of this Agreement there is a manufacturer's brand change or reformulation of the product, the Vendor shall not automatically substitute the product. Vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by OUSD for approval prior to further shipment. OUSD shall be the sole judge of whether the product(s) are acceptable. Additionally, the price of any authorized

substitute product must be equal to or less than the contracted price of the item being replaced.

7. **QUANTITY AND QUALITY OF MATERIALS AND SERVICES.** Vendor shall furnish and deliver the products/services designated by this Agreement. All materials, supplies or services furnished under the Agreement shall be in accordance with the District specifications, the District sample, or the sample furnished by the Vendor and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at Vendor's expense. All items of equipment and individual components, where applicable standards have been established shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.
8. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF PRODUCTS.** No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Vendor pursuant to section 4. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.
9. **DELIVERIES TO DISTRICT.** Food items should be clearly labeled and palletized by school name. The Vendor shall be responsible for delivery to all school locations designated by the District (F.O.B. Destination). The number and location of delivery sites is subject to change. The District will provide Vendor with a schedule of deliveries. The Vendor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District's facilities on a scheduled basis. All work shall be performed in a thorough and workman-like manner under the administration of, and to the approval of the District. Two copies of an itemized delivery form will be left with the site representative. Shortages, damaged and unacceptable items will be noted on the delivery slip. Items not accepted must not be billed to the District. The District reserves the right to reject any product. The Vendor shall notify OUSD's Nutrition Services Department at least 72 hours prior to the regular delivery of any unfilled order to allow sufficient time to order a substitute item. Emergency next day deliveries may occasionally be required.
10. **INVOICING.** Invoices furnished by Vendor under this Agreement must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: Vendor name, Vendor address, invoice date, invoice number, purchase order number, name of school or department to which Groceries items were delivered, date(s) of delivery, brief description of Groceries items, the total invoice amount, and the basis for the total invoice amount.
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform Vendor of the missing items; Vendor shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD is not responsible to pay untimely invoices.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or

change invoicing requirements, it shall notify Vendor in writing and the new or modified requirements shall be mandatory upon receipt by Vendor of such notice.

- e. All invoices furnished by Vendor under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
- f. Vendor shall issue credits for products that do not meet the District's standards such as: Product shortage upon delivery; product quality; food safety and/or sanitation; specifications set forth in the RFP/bid.

11. **ALLOWABLE COSTS.** The costs incurred by Student Nutrition Services for the benefit of school children are deemed allowable within the National School Lunch Program. Allowable cost will be paid from the nonprofit school food service account to the Vendor net of all discounts, rebates and other applicable credits accruing to or received by the Vendor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. (7 CFR 210.21(f)(1)(i)). The Vendor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. (7 CFR 210.21(1)(ii)).

12. **DOCUMENTATION.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Any and all documents, books, records, invoices, and/or quotations of District's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the District, State, and Federal representatives and auditors in accordance with Federal regulations. Vendor must ensure that any such records held by a subcontractor are likewise subject to these provisions. The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990. Vendor shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and other data related to Groceries covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor consents otherwise. In the event that OUSD discovers through its contract monitoring process or formal auditing process that materials or products were priced incorrectly, Vendor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

13. **FOOD SAFETY.** Vendor shall comply with all federal, state, and local mandates regarding food safety and Vendor is expected to have adequate controls in place to ensure the safety of the food and beverages provided.

- a. "Best Served On" Information. Vendor shall provide a "best served on" date or "use by" date for any processed products. Vendor shall follow appropriate procedures for First In, First Out (FIFO) stock rotation system.

- b. Deliver Vehicle Conditions. All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.
- c. Packing, Crating, Cartage. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated by OUSD. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases of packages may be rejected and returned for credit or immediate replacement at no cost to OUSD for product or freight. Cases or products shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by Vendor.
- d. Product Quality Controls. All products must follow the specifications indicated. All products must be fresh, unless otherwise specified. All processed grocery items must be sealed in airtight packaging. In the event of product quality failure, provision must be made for pickup, exchange, and issuance of appropriate credit. Product shelf life shall not be less than three (3) to seven (7) days from date of delivery. Products should be dated, showing a "produced on" or "pull" date.
- e. Product Recalls. If a product recall is instituted on an item that has been furnished and delivered to OUSD, Vendor must immediately notify OUSD with all pertinent information regarding the recall. Vendor must provide 100% traceability for all items affected by a recall.
- f. Refrigeration and Temperature Control. All groceries that are required to be delivered refrigerated shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. All frozen items shall be maintained at 0 degrees Fahrenheit or below during transit and at the time of delivery. Temperature logs must be provided as requested by OUSD. Any product delivered outside of these temperature requirements may be rejected by OUSD at Vendor's expense.
- g. Safety and Sanitation. All articles delivered under this Agreement must conform to the Safety Orders of the State of California, Division of Industrial Safety. Vendor shall provide Material Safety Data Sheets (MSDS) upon request by OUSD. During all stages of processing, distribution, storage and delivery, products shall be kept in an environment to maintain freshness, quality, shelf life, and nutritional value and be in accordance with current USDA Guidelines and safe food handling practices. OUSD will only receive products that meet all food safety and sanitation requirements; therefore, OUSD may at any time.
  - i. Inspect deliver trucks for any signs of contamination;
  - ii. Check all expiration and "best if used by" dates;
  - iii. Use thermometers to check temperatures;
  - iv. Accept products only at acceptable temperatures; and/or
  - v. Reject unacceptable items

14. CONTRACTOR DEFAULT; REMEDIES. If the Vendor fails to fulfill its obligations under this Contract, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a)

seek specific performance of all or any part of this Contract, (b) terminate this Contract at no cost to District in accordance with Section 15 ("Termination") herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Vendor any event of default. Vendor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Vendor under this Contract or any other contract between District and Vendor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Vendor pursuant to the terms of this Contract or any other contract between District and Vendor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Vendor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

#### 15. TERMINATION.

- a. In the event of Vendor default pursuant to Section 14 ("Contractor Default; Remedies") of this Contract, wherein Vendor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Vendor 's rights hereunder shall end. Termination shall be effective thirty(30) days after Vendor receipt of written notice of termination from the District delivered pursuant to Section 34 ("Notice to the Parties"). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Vendor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 14 ("Contractor Default; Remedies") herein, District may offset from any such amounts due Vendor any costs to District arising from Vendor's default and may otherwise demand payment from Vendor of such costs.
- b. The District may terminate this Contract prior to expiration of the term without cause and without penalty, in whole or in part for District's convenience and without cause at any time by giving Vendor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 34 ("Notice to the Parties"). The District reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, the quality of services are seriously affected, or the vender ceases operations.  
  
In event of termination for convenience, Vendor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Vendor after the specified date of termination. Such non recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section.

16. TAXES. The District is exempt from federal excise tax except on articles for resale. Vendor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in any invoice presented for payment. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Vendor and at no additional cost to the District.

17. INSURANCE.

- a. Without in any way limiting Vendor's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Vendor shall procure and maintain during the full term of this Agreement, at the Vendor's expense, insurance acceptable to the District and as follows:
  - i. Vendor shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Vendor. The policy shall protect Vendor and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
  - ii. Vendor shall procure and maintain, at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.
- b. All policies shall provide thirty (30) days advance written notice to the District of cancellation, nonrenewal or reduction in coverage to the following office:

Oakland Unified School District  
Attn: Risk Management  
1011 Union St.  
Oakland, CA 94607
- c. If any policies are written on a claims-made form, Vendor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for the period of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- d. Should any of the required insurance be provided under a form of coverage that includes

a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

- e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- f. Before commencing any operations under this Agreement, Vendor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request. Vendor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.
- g. Approval of the insurance by the District shall not relieve or decrease the liability of Vendor hereunder.

18. LIMITATION OF OUSD LIABILITY. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Section 5 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the items delivered in connection with this Agreement.

19. INDEMNIFICATION.

- a. To the fullest extent permitted by California law, Vendor shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses whatsoever arising out of Vendor's or the Vendor Indemnified Parties' negligence, willful misconduct, or breach of any provision(s) of this Agreement. Vendor also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, Vendor, or subcontractor furnishing work, services, or materials to Vendor arising out of the performance of this Agreement. Vendor shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at Vendor's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that Vendor proposes to defend OUSD Indemnified Parties.
- b. To the fullest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless Vendor, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Vendor Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's gross negligence or willful misconduct.

20. DAMAGE. Vendor shall be held responsible for any breakage, loss of OUSD's equipment or supplies through negligence of Vendor or Vendor's employees while working on OUSD's premises. Vendor

shall be responsible for restoring/replacing any equipment or facilities so damaged. Vendor shall immediately report to OUSD any damages to the premises resulting from services performed under this Agreement.

21. **INDEPENDENT CONTRACTOR.** Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District. Vendor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Vendor or any agent or employee of Vendor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Vendor or any agent or employee of Vendor is liable for the acts and omissions of itself, its employees and its agents. Vendor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Vendor's performing services and work, or any agents or employee of Vendor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or any agent or employee of Vendor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Vendor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Vendor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Vendor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Vendor shall refund any amounts necessary to effect such reduction.
22. **COMPLIANCE WITH LAW.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 or 45125.2, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach. Without limiting the generality of the foregoing, Vendor agrees to comply with all provisions of Education Code section 45125.1 or 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Vendor shall not permit any employee to have any contact with OUSD pupils until such time as Vendor has verified in writing to OUSD that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of the Vendor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to OUSD prior to each individual's commencement of employment or performing any portion of the services required hereunder and prior to permitting contact with any student.
23. **CERTIFICATES/ PERMITS/LICENSES/REGISTRATION.** Vendor and Vendor's employees and agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by

law in connection with the furnishing of Supplies/Materials pursuant to this Agreement.

24. BUY AMERICAN. Vendor agrees to comply with California Public Contract Code section 3410 and 7 CFR 210.21(d) and a preference to U.S. Grown processed foods, produce, etc. shall be provided when economically feasible. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.
25. CML RIGHTS ASSURANCES; NON-DISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture  
Director, Center for Civil Rights Enforcement  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410

Fax:: (202) 690-7442

Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

In addition to the above, it is the policy of OUSD that in connection with all work performed under contract with OUSD there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code sections 1735 and 1777.6 and OUSD policy. In addition, Vendor agrees to require like compliance by all its subcontractor (s). Vendor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

26. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. In performance of this contract, the Bidder and District 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 (P.L. 94-163, 89 Stat 871).

27. ENVIRONMENTAL PROTECTION AGENCY COMPLIANCE. In performance of this contract, the Bidder and District shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200 Appendix II(G))

28. CONFIDENTIALITY AND DATA PRIVACY.

- a. OUSD may share information with Vendor pursuant to this Agreement in order to further the purposes thereof. Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of delivering the Groceries, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. Vendor understands that student data is confidential. Vendor will not access or receive student data in connection with this Agreement.

29. INCIDENT/ACCIDENT/MANDATED REPORTING.

- a. Vendor shall notify OUSD, via email pursuant to Section 34 (Notice to the Parties), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the Supplies/Materials. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Vendor shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. Vendor shall bear all costs of compliance with this Section.
- b. To the extent that an employee, subcontractor, agent, or representative of Vendor is included on the list of mandated reporters found in Penal Code section 11165.7, Vendor agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

30. CORONAVIRUS/COVID-19.

- a. Through its execution of this Agreement, Vendor declares that it is able to meet its obligations and deliver the Supplies/Materials required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of Section 29 (Incident/ Accident/Mandated Reporting), Vendor agrees to notify OUSD, via email pursuant to Section 34 (Notice to the Parties), within twelve (12) hours if Vendor or any employee, subcontractor, agent, or representative of Vendor who has been present on OUSD campuses tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

- c. In addition to the requirements of subsection (b), Vendor agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to Vendor or any employee, subcontractor, agent, or representative of Vendor and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. Vendor shall bear all costs of compliance with this Section, including but not limited to those imposed by this Agreement.

31. **DRUG-FREE/SMOKE FREE POLICY.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, Vendor, or subcontractors are to use controlled substances, alcohol or tobacco on OUSD property.

32. **CONFLICT OF INTEREST.**

- a. Vendor shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. Vendor shall not hire any officer or employee of OUSD to provide any supply or material by this Agreement without the prior approval of OUSD Human Resources.
- b. Vendor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Vendor's family, business or financial interest and the supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, Vendor acknowledges that it is familiar with the provisions of Government Code sections 1090 *et seq.* and sections 87100 *et seq.*, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Vendor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Vendor agrees it shall notify OUSD in writing.

33. **SUSPENSION AND DEBARMENT CERTIFICATION.** Through its execution of this Agreement, Vendor certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>).

34. **NOTICE TO THE PARTIES.** All legal notices provided under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

OUSD  
Oakland Unified School District  
Nutrition Services Department

Attn: Devinder Kumar, Executive Director  
Email Address: Devinder.Kumar@ousd.org

Vendor

Gold Star Foods

Attn: John Cho

Title: E.V.P. of Revenue Management

Street Address: 3781 E. Airport Drive

City, State Zip: Ontario, CA 91761

Email: bids@goldstarfoods.com

Phone Number: 909-843-9600

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

35. FORCE MAJEURE CLAUSE. Performance by either Party shall not be deemed to be in default where delays are due to natural disasters that are not caused by and are outside the reasonable control of the Parties, including without limitation, war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, pandemics, freight embargoes, acts of terrorism, acts of the public enemy, epidemics or pandemics, government order, court order, or other similar causes beyond the control of the defaulting Party, the acts or failures to act of a public agency other than OUSD. An extension of time for any such cause shall be for the period of the forced delay, shall commence to run from the time of commencement of the cause, and will be deemed granted if notice by the Party claiming such extension is sent promptly to the other Party.
36. LIQUIDATED DAMAGES; PENALTIES. OUSD shall hold Vendor liable and responsible for all damages, which may be sustained because of Vendor's failure to comply with any condition herein. Additional costs accrued by OUSD as a result of such failure to comply may be deducted from any unpaid invoices. In the event that Vendor delivers any product which does not conform to the specifications, OUSD may, at its option, annul and set aside this Agreement, either in whole or part, and make and enter into a new contract in accordance with law for furnishing such product or products so agreed to be furnished.
37. MISCELLANEOUS PROVISIONS
- a. Assignment. The rights and obligations of Vendor under this Agreement shall not be assigned, transferred, or sold by Vendor without first obtaining the express written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void. Vendor shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall Vendor assign, by power of attorney or otherwise, any of the money payable under this Agreement unless written consent of OUSD has been obtained. No right under this contract or claim for any money due or to become due hereunder shall be assessed against OUSD or persons acting for OUSD, by reason of any alleged assignment of this Agreement or any part thereof, unless such assignment has been authorized by the written consent of OUSD. In the event that Vendor is permitted to assign monies due or to become due under this Agreement, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of work.

Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the District and Vendor and their respective successors and assigns.

- b. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
- c. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- d. **Governing Law and Venue.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- e. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. Vendor agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
- f. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties .
- g. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- h. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- i. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a workday, weekend, or holiday.
- j. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not

limited to, Government Code section 16.5 and the regulations promulgated therefrom.

- k. Entire contract; Severability. All of the agreements between the Parties are included in the Agreement and Vendor's attached proposal. No warranties, expressed or implied, representations, promises or statements have been made by either Party except as expressly provided. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- l. Modification of agreement. No oral statement of any person whosoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement. The District reserves the right to modify the awarded contract by mutual agreement so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by OUSD.
- m. Agreement Publicly Posted. This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- n. Signature Authority.
  - i. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
  - ii. Notwithstanding subsection (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. Vendor agrees not to accept the signature of any OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
  - iii. If this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate Vendor for Supplies/Materials satisfactorily provided through the date of termination. Upon termination, Vendor shall provide OUSD with all materials produced, maintained or collected by Vendor pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final draft or form.
- o. Contract Contingent on Governing Board of Approval. OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the

General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to the Vendor absent of such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR** Gold Star Foods, Inc.

Name: John Cho

Position: E.V.P. of Revenue Management

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

Date: May 21, 2026

**OUSD**

Name: Preston Thomas

Position: Chief Systems and Services Officer

Board President       Superintendent

Chief/Deputy Chief

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

Date: 6/20/2026

### Exhibit A

Item Offered	Vendor Pack Desc	Pack Type	Price/Pack
SUNBUTTER, CREAMY SUNBUTTER CUPS	140/2.2OZ	CASE	\$101.47
CLASSIC DELIGHT INC, SANDWICH SUB TURKEY CHEESE IW	45/4.4OZ	CASE	\$78.27
WILD MIKE'S, PIZZA 16" 10-CUT CHEESE WG	90/5.49OZ	CASE	\$96.67
GOLD STAR FOODS, BUNS 6" WHEAT HOT DOG WG	108CT	CASE	\$22.23
GOSSNER, MILK 1% WHITE	27/8OZ	CASE	\$13.42
FOSTER FARMS, STRIP CKD GRL CHKN THIGH CN FC	30LB	CASE	\$163.47
MICHAEL FOODS, EGGS HARD COOKED PEELED CF	12/12CT	CASE	\$50.09
JENNIE O, TURKEY BACON SLC FC	12/.625LB	CASE	\$114.01
GOLD STAR FOODS, BUNS 4" 51% HAMBURGER WWW	144CT	CASE	\$36.75
TASTY BRANDS, SANDWICH ITALIAN COMBO WG IW	72/4.5OZ	CASE	\$96.58
LUPITAS, CONCHA VARIETY PACK WG IW	84/2.25OZ	CASE	\$52.95
JENNIE O, TURKEY PEPP STYLE SLICED	8/2-2.5LB	CASE	\$147.92
ELYSIUM FOOD GROUP, TURKEY BREAST & CHEESE SUB IW	72/4OZ	CASE	\$98.64
DAVES, CORNBREAD WG IW	64/2.5OZ	CASE	\$28.34
TRUE NATURAL FOODS, DILLA QUESADILLA THREE CHEESE	72/4.8OZ	CASE	\$105.09
MCI FOODS/LOS CABOS, BURRITO BEAN GREEN CHILE IW	80/5.25OZ	CASE	\$89.64
SHANNONS, ROLLS DINNER WW IW	120/2OZ	CASE	\$51.11
ELSA'S BAKING COMPANY, MUFFIN BANANA WG IW	60/3.00OZ	CASE	\$39.04
CH BELT, WHOLE KERNEL CORN	30LB	CASE	\$20.28
WARNOCK, CHIPS TORTILLA RND NO SALT IW	100/2OZ	CASE	\$45.65
ZEE ZEES, MIXZEES DRIED FRUIT	120/1.33OZ	CASE	\$69.14
EASTSIDE ENTREES, SANDW CRSTLESS COCOA CPB WG IW	96/2.4OZ	CASE	\$108.79

YANGS, RICE FRIED VEGETABLE	28LB	CASE	\$70.73
GREAT LAKES, CHEESE PARM FANCY SHR GLC	6/32OZ	CASE	\$69.62
LAND O LAKES, CHEESE MLD CHED JACK SHRED	4/5LB	CASE	\$68.30
GOLD STAR FOODS, 5" 51% WWW HINGE HOAGIE ROLLS	120/2OZ	CASE	\$29.53
TONY ROBERTS, BAGEL SLICED WHEAT WW WG IW	72/2.24OZ	CASE	\$29.89
SUPER BAKERY, BUN BAKED CINNAMON WG IW	72/2.9OZ	CASE	\$42.70
WILD MIKE'S, PIZZA 16" 8-CUT CHEESE WG	72/5.49OZ	CASE	\$84.40
JTM, BEEF-RF SPAGHETTI SAUCE	6/5LB	CASE	\$121.83
TASTY BRANDS, TRKY HAM CHS CROISSANT WG IW	72/4.6OZ	CASE	\$98.65
CHH, MARINARA SAUCE	6/#10	CASE	\$22.98
TYSON, DARK MEAT STRIPS- CKD	6/5LB	CASE	\$141.25
INTEGRATED, GRILLED CHEESEWG RF IW	72/4.19OZ	CASE	\$75.78
MARZETTI COMPANY, PASTA PENNE RIGATI HC WW WG	20LB	CASE	\$33.34
JENNIE O, MEATBALL SAVORY TURKEY FC	6/5LB	CASE	\$162.82
ARLINGTON VALLEY FARMS, SNACKN WAF BUTTERY MAPLE IW	96/2.4OZ	CASE	\$52.53
RICH CHICKS, CHIC BREAST FILLET BRD FC WG	78/4.10OZ	CASE	\$100.20
GOLD STAR FOODS, 51% WWW ARTISAN DINNER ROLLS	144/2OZ	CASE	\$32.71
JTM, BEEF TACO FILLING	6/5LB	CASE	\$206.16
PORTION PAC, MAYONNAISE PACKETS IW	200/9GR	CASE	\$11.75
MCI FOODS/LOS CABOS, BRKFST BURR CHS EGG SLSA WG IW	120/3.75OZ	CASE	\$115.73
ZEE ZEES, FRUIT CUP PINEAPPLE	72/4.5OZ	CASE	\$62.70
TYSON, CHK DRUMSTICK GLAZED	1/30LB	CASE	\$98.64
CHEFS CORNER, RICE VEGETABLE BROWN FRIED	6/5LB	CASE	\$70.97
GENERAL MILLS, CEREAL HONEY CHEERIOS GF	60/2OZ	CASE	\$41.81
JTM, MAC AND CHEESE LG ELBOW RS WG	6/5LB	CASE	\$71.98

REBELLYOUS, KICKIN PATTIES	2/5LB	CASE	\$41.21
MJM MARKETING, GRAHAMS CINNAMON WG IW	150/3PK	CASE	\$29.11
RIPPLE FOODS, MILK DAIRY FREE VANILLA	12/8OZ	CASE	\$19.18
DAVES, MUFFIN BLUEBERRY MINI WG IW	90/1.9OZ	CASE	\$36.30
ELSA'S BAKING COMPANY, MUFFIN BLUEBERRY WG IW	60/3OZ	CASE	\$39.04
FIELDSTONE, ORIGINAL GRANOLA IW	144/1OZ	CASE	\$59.29
LAND O LAKES, RF MILD CHEDDAR CHSE SLICES	8/1.5LB	CASE	\$61.60
KELLOGGS, CRACKER CHEEZ-IT WG IW	175/.75OZ	CASE	\$38.37
ZEE ZEES, HONEY ROASTED SUNFLOWER KERN	250/1.2OZ	CASE	\$97.69
APPLE AND EVE, JUICE FRUITBLS PWR PUNCH PLUS	36/6.75OZ	CASE	\$13.03
MICHAEL B'S BESTWAY, CHICKEN DOUBLE DOG IW	60/4OZ	CASE	\$65.83
KRAFT HEINZ FOODS CO, DRESSING RANCH	200/.42OZ	CASE	\$19.87
FOSTER FARMS, DRUMSTICK CHIC OV RSTED NAE FC	30LB	CASE	\$99.64
APPLE AND EVE, JUICE FRUITBLS TROPICAL TWIST	40/4.23OZ	CASE	\$11.04
GENERAL MILLS, CEREAL CUP CINNAMON CHEX GF	60/2OZ	CASE	\$41.81
GENERAL MILLS, 25% LESS SUGAR CINNAMON TOAST	60/2OZ	CASE	\$41.81
WHEAT MONTANA, BREAD 100% HONEY SLICED WW	12/27OZ	CASE	\$40.25
PHILADELPHIA, CREAM CHEESE POUCHES IW	100/1OZ	CASE	\$38.81
DON LEE FARMS, BURGER TWIN PACK MINI CHS IW	72/4.45OZ	CASE	\$105.10
JENNIE O, TURKEY BREAST HICKORY SMOKED	168/2OZ	CASE	\$107.25
BAKE CRAFTERS, TOAST FRENCH WG IW	88/3OZ	CASE	\$65.63
YANGS, CHICKEN FRIED RICE BOWL	36/9OZ	CASE	\$79.14
JENNIE O, TURKEY BREAST SLC OR	12/1LB	CASE	\$58.71
DANNON COMPANY INC, YOGURT NF STBRY BLST CRUSH CUP	48/4OZ	CASE	\$15.80
COLAVITA, OIL CANOLA/ VIRGIN OLIVE BLEND	6/1GAL	CASE	\$101.65

APPLE AND EVE, JUICE 100% APPLE	40/4.23OZ	CASE	\$8.97
GENERAL MILLS, CEREAL CUP BLUEBERRY CHEX	60/2OZ	CASE	\$41.81
FOSTER FARMS, CHIC RSTD CRISPY WING NAE FC	3/5LB	CASE	\$83.28
APPLE AND EVE, JUICE FRUITBLS TRPCAL TWST PLU	36/6.75OZ	CASE	\$13.03
MICHAEL B'S BESTWAY, BURRITO CHIC RICE CHS IW	80/5.75OZ	CASE	\$113.75
MARZETTI COMPANY, CROUTONS WG	2.5LB	BAG	\$39.89
PILLSBURY, FRUDEL STRUDEL APPLE IW	72/2.29OZ	CASE	\$42.36
KIKKOMAN INTERNATIONAL, SAUCE THAI STYLE CHILI PACKETS	300/1OZ	CASE	\$53.82
KRAFT HEINZ FOODS CO, KETCHUP SIMPLY PACKET	1000/9GR	CASE	\$25.64
ADVANCE PIERRE, BEEF CRUMBLE	8/5LB	CASE	\$227.43
CHH, TOMATOES DICED	6/#10	CASE	\$24.98
EASTSIDE ENTREES, MEAL BRK BTTRBALL TRKY STCK	30CT	CASE	\$84.39
EASTSIDE ENTREES, MEAL BREAK RSTD RED PEP HUMMUS	30CT	CASE	\$77.54
MARZETTI COMPANY, DRESSING CAESAR	60/1.5OZ	CASE	\$19.21
LAYS, BAKED BBQ	60/.875OZ	CASE	\$23.92
MARZETTI COMPANY, DRESSING RANCH CUPS	120/1OZ	CASE	\$21.65
APPLE AND EVE, JUICE 100% FRUIT PUNCH	40/4.23OZ	CASE	\$8.97
RED GOLD, MARINARA SAUCE CUPS	168/2.5OZ	CASE	\$66.71
APPLE AND EVE, JUICE 100% ORANGE TANGERINE	40/4.23OZ	CASE	\$8.97
INTEGRATED, TACO STICK BEEF & CHS WG IW	50/4.6OZ	CASE	\$65.89
AZAR NUT COMPANY, HONEY ROASTED SUNFLOWER KERNEL	150/1OZ	CASE	\$44.60
GARDEIN, CHIC STRIP VEGAN	16/160OZ	CASE	\$52.81
MJM MARKETING, BITES VANILLA ALL SPORT WG IW	150/1OZ	CASE	\$37.31
WHEAT MONTANA, ROLL 6" HOAGIE SUB WG	72/2.06OZ	CASE	\$29.56
TASTY BRANDS, LASAGNA CHEESE ROLL UP WG	110/4.30OZ	CASE	\$103.03

DIAMOND CRYSTAL, SYRUP NO HFCS CUP	100/1OZ	CASE	\$20.58
PARADISO, TOMATOES WHOLE PEELED IN JUICE	6/106OZ	CASE	\$23.42
DORITOS, COOL RANCH RF WG	72/10Z	CASE	\$28.71
BAKE CRAFTERS, ROLL CINN WG IW	72/2.8OZ	CASE	\$60.66
BAKE CRAFTERS, WAFFLE MAPLE WG	144/1.4OZ	CASE	\$35.82
VENTURA FOODS, OIL CANOLA OLIVE BLEND	4/1GAL	CASE	\$85.18
REBELLYOUS, KICKIN TENDERS	2/5LB	CASE	\$41.21
INTEGRATED, CMDY TACO STICK SPICY	50/4.6OZ	CASE	\$47.36
APPLE AND EVE, JUICE 100% STRAWBERRY KIWI	40/4.23OZ	CASE	\$8.97
SANTIAGO, BEANS WHOLE REFRIED VEG LS	6/26.25OZ	CASE	\$37.60
LAND O LAKES, RF CHEDDAR CHEESE CUBES	200/1OZ	CASE	\$75.29
MCCAIN FOODS INC, FRIES WEDGE SEASONED 8 CUT	6/5LB	CASE	\$45.33
ELYSIUM FOOD GROUP, TURKEY BREAST & CHEESE SUB IW	72/4OZ	CASE	\$98.64
PEPPERIDGE FARM, CRACKERS GOLDFISH COLORS WG	300/.75OZ	CASE	\$70.46
RED GOLD, NATURAL KETCHUP LS DISP POUCH	2/1.5GAL	CASE	\$30.32
GENERAL MILLS, MULTIGRAIN CHEERIOS BOWLPAK GF	96/1OZ	CASE	\$33.81
EASTSIDE ENTREES, MEAL BREAK SWEET BBQ BITE 2G	30CT	CASE	\$95.90
SUNRICH, SUNFLOWER KERNEL HNY RST IW	150/1.2OZ	CASE	\$46.13
SUNRICH, SUNFLOWER KRNL ROASTED SALT IW	150/1OZ	CASE	\$41.46
SIMPLOT, SOYBEAN WHOLE EDAMAME	6/2.5LB	CASE	\$34.04
BUENA VISTA, RF 3 CHEESE CALZONE WG IW	80/5.5OZ	CASE	\$99.11
UPSTATE FARMS, YOGURT GREEK PLAIN NF BLEND	6/32OZ	CASE	\$25.02
ZEE ZEES, FRUIT CUP MIXED FRT (212)	72/4.5OZ	CASE	\$60.48
ZEE ZEES, HUMMUS CUP	96/4.5OZ	CASE	\$71.63
ROCKIN'OLA, GRANOLA CINNAMON WG IW	250/1OZ	CASE	\$87.85

DICK AND JANE, CRACKER ENGLISH &SPANISH WG IW	120/1OZ	CASE	\$32.88
MICHAEL B'S BESTWAY, BEEF DOUBLE DOG IW	60/4OZ	CASE	\$84.65
MALT O MEAL, LG BOWL HNY BNCHS OATS CRNCH	48/2OZ	CASE	\$28.21
GOLD STAR FOODS, 4" 51% SLICED FRENCH ROLLS WWW	108/2OZ	CASE	\$22.23
TOSTITOS, SCOOPS BAKED TOSTITO WG	72/.875OZ	CASE	\$28.71
TAJIN, SEASON LS TAJIN PACKETS	1000/.035	CASE	\$55.75
AMY'S, BURRITO BEAN AND RICE GF	12/5.5OZ	CASE	\$37.75
ZEE ZEES, APPLESAUCE CINNAMON UNSWT CUP	96/4.5OZ	CASE	\$41.03
ZEE ZEES, FRUIT CUP PEACH DICED (220)	72/4.5OZ	CASE	\$60.48
ZEE ZEES, BAR STRAWBERRY CRISP WG	135/2.2OZ	CASE	\$78.26
BELL TASTY, NADA TACO TURKEY IW	60/5OZ	CASE	\$62.35
GERBER, BABY FOOD BEEF & GRAVY	10/2.5OZ	CASE	\$17.84
FOUR IN ONE, SYRUP TABLE	100/1OZ	CASE	\$16.15
GERBER 2ND FOODS, BABY FOOD PEAR	8/2/4OZ	CASE	\$20.56
GERBER 2ND FOODS, BABY FOOD BTRNT SQUASH	8/2/4OZ	CASE	\$20.56
GERBER 2ND FOODS, BABY FOOD PEACH	8/2/4OZ	CASE	\$20.56
BAKE CRAFTERS, TOAST FRENCH STICKS WG IW	88/3OZ	CASE	\$64.07
TASTY BRANDS, ANYTIMER TRKY CHEESE WEDGE WG	72/4.4OZ	CASE	\$95.26
READY FIX, PEAS & CARROTS	1/20LB	CASE	\$19.83
BAKE CRAFTERS, TOAST TEXAS RF GARLIC WG IW	120/1.31OZ	CASE	\$69.22
SIMPLOT, VEGETABLE BLEND ROASTED	6/2.5LB	CASE	\$37.98
MADEIRA FARMS, SYRUP MAPLE CUPS IW	100/1.5OZ	CASE	\$16.94
GERBER 2ND FOODS, BABY FOOD BANANA	8/2/4OZ	CASE	\$20.56
DON LEE FARMS, PANCAKE TRKY SAUS STCK WG IW	72/2.83OZ	CASE	\$49.20
KENS FOODS, DRESSING RANCH	4/1GAL	CASE	\$55.57

THE LANGLOIS COMPANY, MAYONNAISE LITE	4/1GAL	CASE	\$35.50
EASTSIDE ENTREES, MEAL BREAK CHS CUP W/ SALSA	30CT	CASE	\$84.39
DICK AND JANE, CRACKER FOOD & NUTRITION WG IW	120/10Z	CASE	\$32.88
PEPPERIDGE FARM, CRACKERS GOLDFISH CHEDDAR WG	300/.75OZ	CASE	\$70.46
MCI FOODS/LOS CABOS, BURRITO BEAN CHEESE WG IW	96/5.45OZ	CASE	\$96.29
KEEBLER, SCOOPY DOO GRAHAM STIX IW	210/10Z	CASE	\$44.28
EGGO, PANCAKES MAPLE MINI EGGOS	72/3.03OZ	CASE	\$33.12
DEL REAL, REFRIED BEANS VEGETARIAN GF	4/5LB	CASE	\$27.03
GERBER 2ND FOODS, BABY FOOD GRN BN	8/2/4OZ	CASE	\$20.56
MICHAEL FOODS, EGGS HARD COOKED PEELED CF	12/12CT	CASE	\$50.26
EFG ELYSIUM FOOD GROUP, PULL APARTS BUTTERED GARLIC IW	108/4.10OZ	CASE	\$115.70
BAKE CRAFTERS, BUN HONEY GLAZED ESL WG IW	60/3.2OZ	CASE	\$51.08
FRANKS RED HOT, SAUCE RED HOT CAYENNE PEPPER	4/1GAL	CASE	\$59.89
ROCKIN'OLA, STRAWBERRY GRANOLA POUCH	125/2OZ	CASE	\$67.31
DEL SOL, SLICED JALAPENOS	6/#10	CASE	\$32.37
WARNOCK, CHIPS TORTILLA YELLOW TRI BULK	1/12LB	CASE	\$45.77
MALT O MEAL, HONEY BUNCHES OF OATS CRUNCH	96/10Z	CASE	\$28.21
GERBER, BABY FOOD TURKEY & GRAVY	10/2.5OZ	CASE	\$17.84
RICELAND, RICE LONG GRAIN WHITE	25LB	CASE	\$13.06
PACIFIC SPICE, SPICE CHILI POWDER DARK	5LB	EACH	\$36.81
DAVES, MUFFIN MINI CHOC CHIP WG IW	90/1.9OZ	CASE	\$36.30
SHANNONS, HONEY BREAD STICK WW	180/10Z	CASE	\$44.56
SUPREME RICE, RICE PARBOILED BROWN	25LB	SACK	\$15.81
FOSTER FARMS, WRAPS CHIC MPLE PANCAKE WG IW	67/2.85OZ	CASE	\$44.77
TYSON, CHICKEN FC LS 1/2" DICED	10LB	CASE	\$51.30

MINOR'S, BASE CHICKEN LS GF	6/1LB	CASE	\$64.22
SIMPLOT, VEG BLEND ONION AND PEP FAJITA	12/2LB	CASE	\$41.23
SIMPLY HEINZ, PC KETCHUP	1000/9GR	CASE	\$25.64
KRAFT FOODS, MUSTARD PACKET 2 OZ	500CT	CASE	\$14.81
SIMPLOT, RICE CILANTRO LIME ROAST CORN	6/2.5LB	CASE	\$31.27
SUNBUTTER, SUNBUTTER CUPS	200/1.1OZ	CASE	\$79.58
TASTY BRANDS, ANYTIMER ITALIAN COMBO WRAPWG	80/3.5OZ	CASE	\$98.05
BIG DADDY'S, PRIMO 16" WG PRE-SL4 CHS PIZZA	72/5.18OZ	CASE	\$80.25
CROWN POINT, VEGETABLE MIXED 4 WAY DOMESTIC	20#	CASE	\$21.65
WAWONA, 4 BERRY BLEND (0624/0846)	2/5LB	CASE	\$35.85
PACIFIC SPICE, THYME GROUND	12OZ	EACH	\$8.14
TASTY BRANDS, CHKN & TRKY HAM 2 CHS SNDWCH WG	72/4.5OZ	CASE	\$94.28
TREE TOP, APPLE DRIED CRISPS	125/.34OZ	CASE	\$43.96
TREE TOP, DRIED APPLE CRISPS STRAWBERRY	125/.34OZ	CASE	\$43.96
ELYSIUM FOOD GROUP, TURKEY HAM & CHEESE ROLL IW	72/4OZ	CASE	\$97.00
CHOICE, CORN WHOLE KERNEL LS	6/#10	CASE	\$36.64
DEL REAL, TAMALES CHS GREEN CHILI GF WG	48/5OZ	CASE	\$57.77
BUSH BROS, BEANS RANCHERO	6/#10	CASE	\$51.91
SKY BLUE FOODS, BUN 51% WW BREAKFAST IW	60/2.6OZ	CASE	\$35.94
BASIC AMERICAN FOODS, POTATOES MASHED REDSKINS GF	8/32.5OZ	CASE	\$66.03
EASTSIDE ENTREES, BREAKFAST BREAKS CHEERIOS WG	60CT	CASE	\$72.97
SUGAR FOODS, SEASONED CUBE CROUTONS IW	250/.25OZ	CASE	\$20.56
KNORR, BASE CHICKEN LS	6/1LB	CASE	\$71.16
MARZETTI COMPANY, DRESSING ITALIAN IW	60/1.5OZ	CASE	\$15.73
TYSON, PORT H&S BRD CHX FILLT WG	4/7.72LB	CASE	\$123.71

PACKER LABEL, GRANULATED SALT	25LB	SACK	\$14.61
CHH, MARINARA SAUCE	6/#10	CASE	\$22.98
MALT O MEAL, SM BOWLPAK HONEY SCOOTERS WG	96/10Z	CASE	\$28.21
MJM MARKETING, CRACKR BITE SAVORY WHEAT WG IW	155/10Z	CASE	\$34.59
PACIFIC SPICE, GROUND OREGANO	12OZ	EACH	\$8.49
YOPLAIT, YOGURT PARFAITPRO VANILLA	2/16LB	CASE	\$42.20
GERBER 2ND FOODS, BABY FOOD PEAS	8/2/4OZ	CASE	\$20.56
RICH CHICKS, CHIC FILLET BRST MSCL BRD WG	4/5LB	CASE	\$105.67
YOPLAIT, YOGURT TRIX RASP RAIN LF	48/4OZ	CASE	\$17.07
GERBER, BABY FOOD CHICKEN & GRAVY	10/2.5OZ	CASE	\$17.84
RED GOLD, SALSA DIPPING CUPS	168/3OZ	CASE	\$78.98
MUFFIN TOWN, SANDWICH SUNBUTTER STRWBRRY	96/2.8OZ	CASE	\$79.23
SIMPLOT, FRIED RICE VEGETABLE	6/4#	CASE	\$48.11
SUPER BAKERY, GOODYBUN WG IW	80/2.75OZ	CASE	\$46.20
PACIFIC SPICE, IMPORT GARLIC POWDER	1LB	EACH	\$9.09
MALT O MEAL, LARGE BOWLPAK HONEY SCOOTER WG	48/2OZ	CASE	\$28.21
RICH CHICKS, MEATBALL CHIC GARLIC BASIL	4/5LB	CASE	\$146.79
OCEAN SPRAY, CRAISINS DRIED CRNB WATERMELON	200/1.16OZ	CASE	\$61.67
DANNON COMPANY INC, YOGURT NF CREAM CHERRY/RSPBERY	48/4OZ	CASE	\$15.80
ROSE & SHORE, MACARONI & CHS IN TRAYS	45/7OZ	CASE	\$77.57
YOPLAIT, PARFAIT VANILLA RS LS BULK	6/64OZ	CASE	\$32.89
ARIZONA GOLD, BURRITO EGG CHEESE WW IW	54/3.35OZ	CASE	\$50.73
FOSTER FARMS, WRAPS CHIC MPLE PANCAKE WG IW	67/2.85OZ	CASE	\$44.77
LA VICTORIA, SALSA SUPREMA	4/1GAL	CASE	\$62.20
BACK TO BASICS JNS, WHEAT BASICS CRACKERS	100/1.6OZ	CASE	\$37.27

GERBER 2ND FOODS, BABY FOOD CARROT	8/2/4OZ	CASE	\$20.56
DICK AND JANE, CRACKER FOOD & NUTRITION WG IW	120/1OZ	CASE	\$32.88
JTM, MAC AND CHEESE BOWL WG	40/6OZ	CASE	\$66.07
TYSON, CHICKEN WINGS OVEN ROASTED	4/7.5LB	CASE	\$150.36
INN FOODS, GREEN BEANS CUT	1/20#	CASE	\$20.51
SIMPLOT, SOYBEAN SHELLED EDAMAME	6/2.5LB	CASE	\$36.95
DICK AND JANE, CRACKER STATE & CAPITAL WG IW	120/1OZ	CASE	\$32.88
OLDE THOMPSON, SEA SALT KOSHER FLAKE	5LB	EACH	\$12.30
PACIFIC SPICE, CUMIN SEED GROUND	1LB	EACH	\$9.58
BRAKEBUSH, CHICKEN BREAST STRIP GF FC	2/5LB	CASE	\$43.05
YOPLAIT, YOGURT LF PARFAIT PRO STRWBRY	6/4LB	CASE	\$32.89
EGGO, PANCAKE MINI CONFETTI IW	72/3.03OZ	CASE	\$33.23
SPICE CLASSIC, PAPRIKA CLASSICS	1LB	EACH	\$6.65
GENERAL MILLS, CINNAMON CHEX BOWL PAK GF	96/1OZ	CASE	\$33.81
NATURE VALLEY, OATS & HONEY GRANOLA CEREAL	4/50OZ	CASE	\$47.37
CROWN POINT, PEAS & CARROTS DOMESTIC	20#	CASE	\$20.40
TASTY BRANDS, SANDWICH TURKEY CHEESE WG IW	72/4.65OZ	CASE	\$99.79
PACIFIC SPICE, SPICE CHILI POWDER	1LB	EACH	\$10.04
ELYSIUM FOOD GROUP, TURKEY HAM & CHEESE SUB	72/4OZ	CASE	\$98.64
BELL TASTY, NADA CHIMI 2X2 IW	60/5.5OZ	CASE	\$65.16
PK KINDER, BBQ SAUCE MILD	4/1GAL	CASE	\$56.86
RASKAS, CREAM CHEESE CUPS	100/1OZ	CASE	\$24.61
PACIFIC SPICE, SEED FENNEL	14OZ	CASE	\$8.25
MI RANCHO, TORTILLA 10" WWW	12/10CT	CASE	\$24.90
CHH, TOMATO PASTE	6/#10	CASE	\$36.86

KRAFT HEINZ FOODS CO, MAYONNAISE DELUXE	4/1GAL	CASE	\$56.72
MUFFIN TOWN, SANDWICH STRAWBERRY SUNBUTTER	48/5.2OZ	CASE	\$63.95
MJM MARKETING, GRAHAMS W FIBER HONEY WG IW	150/3PK	CASE	\$27.19
ARGO, CORN STARCH	24/1LB	CASE	\$38.02
SCHREIBER, PC CREAM CHEESE LITE	100/1OZ	CASE	\$24.74
BIG DADDY'S, PIZZA CHEESE 16" BOLD WG	9/CT	CASE	\$73.88
MINOR'S, BASE VEGETABLE LS GF	6/1LB	CASE	\$57.26
PAM, PAN SPRAY COATING	6/17OZ	CASE	\$25.72
PACIFIC SPICE, LEMON PEPPER	16OZ	EACH	\$10.36
MARZETTI COMPANY, PASTA PENNE RIGATI WG	1/20LB	CASE	\$35.74
EGGO, WAFFLE MINI MAPLE WG IW	72/2.65OZ	CASE	\$33.23
DANNON COMPANY INC, YOGURT VANILLA NON FAT BULK	4/6LB	CASE	\$31.57
MRS KLEIN PICKLE, PICKLE DILL CHIPS 1/8 SMOOTH	4/1GAL	CASE	\$27.07
MARZETTI COMPANY, SAUCE BBQ	4/1GAL	CASE	\$46.93
GENERAL MILLS, CEREAL CINN TOAST CRUNCH WG	96/1OZ	CASE	\$33.81
EGGO, PANCAKES MINI BLUEBERRY WG IW	72/3.03OZ	CASE	\$34.29
BELL TASTY, NADA SPICY BEAN RICE CHS TASTY	60/4OZ	CASE	\$54.71
YOPLAIT, YOGURT STRAWBERRY LOW FAT GF	6/32OZ	CASE	\$16.09
PHILADELPHIA, CREAM CHEESE CUPS LIGHT IW	100/1OZ	CASE	\$38.07
J & J SNACK FOODS, CRACKERS JUNGLE 51% WG	200/1OZ	CASE	\$35.55
UDIS, BUN CLASSIC HAMBURGER GF IW	24/3.2OZ	CASE	\$37.61
MUFFIN TOWN, SANDWICH SUNBUTTER GRAPE	48/5.2OZ	CASE	\$63.95
TEASDALE, GARBANZO BEANS LS	6/#10	CASE	\$30.56
BACK TO BASICS JNS, WHEAT BASIC CRACKERS	150/.8OZ	CASE	\$35.81
DEL REAL, TINGA CHICKEN GF	4/5LB	CASE	\$109.12

FRESH PRODUCE, FZN EDAMAME SHELLD IW 50/3OZ	50/3OZ	CASE	\$27.93
ASIAN FOOD SOLUTIONS, CHICKEN TINGA	8/5.02LB	CASE	\$246.71
POP OATS, OATS POP CARAMEL SWELL SALTED	150/0.7OZ	CASE	\$119.71



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

## **NOTICE OF INTENT TO AWARD**

**May 08, 2026**

**To: Gold Star Foods**

**PROJECT:**

**Invitation for Bid (IFB) #26-173NS**  
**GROCERY PRODUCTS**

The Oakland Unified School District (“OUSD”) (“District”) has completed its IFB for grocery products.

OUSD intends to award the following vendor Gold Star Foods along with one other provider. The recommendation to award the bid will be submitted to our District’s Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

**IMPORTANT:** Please reply with the contact person who will oversee the contract process, our team will reach out to discuss details and next steps for contracting.

To view additional RFP’s/IFB’s, please visit our [Procurement Webpage](#).

Sincerely,

**Rosaura M. Altamirano**

*Senior Manager, Supply Chain & Logistics*

[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Invitation For Bid (IFB) #26-173NS**

**Grocery Products  
K-12 Meal Program For Nutrition Services**

**Oakland Unified School District  
900 High Street, 2nd Floor  
Oakland, CA 94601**

**Email: [procurement@ousd.org](mailto:procurement@ousd.org)  
Phone: (510) 879-2990**

**Bids Due:  
MARCH 26, 2026 at 2:00PM PST**

THE TERMS AND CONDITIONS OF THIS IFB ARE GOVERNED BY  
THE APPLICABLE STATE AND FEDERAL LAWS.

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## IFB Schedule Of Events

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

DATE	ACTION
IFB Posting/First Advertisement:	February 20, 2026
Deadline for Questions:	March 11, 2026 @ 2:00 p.m. pst
Deadline for OUSD to issue addenda to IFB	March 19, 2026
<b>Proposal/Bid Submitted to District:</b>	<b>March 26, 2026 @ 2:00 p.m. pst</b>
Final Bid Award Notice:	April 17, 2026
Contract Start Date:	July 1, 2026

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement).\*\*

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

**Procurement Department**  
[procurement@ousd.org](mailto:procurement@ousd.org)

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

## **Notice to Bidders**

The Oakland Unified School District (“District”) is requesting submission of Bids from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision and delivery of Grocery Products (“Products”) to the District, as further described herein.

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

The District is located in Alameda County and has an estimated student enrollment of approximately 34,135 students for the 2025–2026 school year. The District has 85 delivery sites. The District is seeking Bids from qualified companies to procure and deliver products. This IFB defines the Program (as defined below), the products and the services that are being sought from the Bidders and generally outlines the Program requirements.

The District seeks to improve child nutrition by providing quality products, reducing the distance that food travels between producers and students, supporting labor law compliance along the supply chain, and supporting food production practices that have lower environmental impacts. As such, the District participates in the Good Food Purchasing Program (the “Program”).

The Program provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. Through the Program, the District will evaluate how its food purchasing practices align with each value category, as defined by criteria outlined in the Evaluation section below. The Good Food Procurement Resolution, adopted by The District in 2016, is included in this solicitation as a Reference Document [Attachment 14].

Any vendor that submits a bid in an effort to conduct business with this institution will commit to working with our staff in support of the Program by completing the Good Food Purchasing Vendor Pledge, [Attachment 15], and must submit required item-level data, [Attachment 15]. For a brief overview of the Program and data collection process, [please watch this short video](#) (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>).

The District is committed to supporting California farmers and suppliers whenever possible. Bidders should be making an effort to procure and offer products utilizing local ingredients to schools and indicate these products on price lists and invoices. The District prefers locally produced products whenever possible.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

“Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, and Hispanics.”

The District is seeking to:

1. Ensure that students are receiving high quality Grocery products with the intentionality of health, wellness, nutrition-security, and nutrition-equity,
2. Purchase high quality Grocery products at the best possible price,
3. Offer more Grocery products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for HACCP protocols, forecasting, purchasing, receiving, storing, transporting, preparing and serving Grocery products,
5. Reduce last minute menu changes due to supplier substitutions,
6. Provide high quality alternative menu items to accommodate Special Dietary Meals,
7. Provide clean label products and reduce the usage of processed foods, eliminate usage of ultra-processed foods and artificial colors, preservatives, and stabilizers,
8. Partner with a Grocery vendor that will provide excellent customer service, timely resolution on any observed issues including but not limited to contract management, logistics, accounting, food safety.

## **Bid Instructions and General Requirements**

**Buy American Provision** – (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities at Oakland Unified School District to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports Oakland Unified School District working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food and Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, “substantially using agriculture commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by Oakland Unified School District.

For products procured by Oakland Unified School District for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines a food component as one of the food groups which comprises reimbursable meals. The food components are:

- Meats and meat alternates
- Grains
- Vegetables
- Fruits
- Fluid milk
- Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an Oakland Unified School District or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (<https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by Oakland Unified School District. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

Oakland Unified School District complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive \$1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non-domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2026–27, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

- (a) Price of the domestic food alternative substitute(s); and
- (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

- (a) Price of the domestic food product; and
- (b) Price of the non-domestic product that meets the required specification of the domestic product.

**Effective School Year 2026–27, the total cost of non-domestic food products purchased under this contract shall not exceed 10 percent of total commercial food purchases, per USDA regulations.**

**Bidder Questions Regarding this Invitation for Bid** – Any questions regarding this Request for Bids shall be emailed to the Oakland Unified Procurement Department at [procurement@ousd.org](mailto:procurement@ousd.org) prior to the **March 11, 2026 at 2:00pm pst** deadline.

**Deadline for Receipt of Bids** – Bids shall be emailed to the District, on or before the day and hour set for the opening of the Bids. If electronic submission is a factor, the District encourages hand delivery of the bid directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm pst. Any Bid received after the scheduled closing time in the Notice to Bidders shall be unopened. All unsigned Bids will be rejected. After the Bids are opened at the designated time, no commitment will be made at that time until all Bids are evaluated for pricing, specifications and other pertinent information.

**The IFB** – Mailed Bids will not be accepted. Unsigned Bids will not be accepted. FAX copies of Bids will not be accepted for formal advertised IFBs.

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

**All or Nothing Award Requirement** – "Bidders may bid on all items or any category/group of items listed on the Itemized Bid List. The District reserves the right to award this IFB to a single or multiple responsive and responsible bidder(s) by item, category, or in total, as determined to be in the best interest of the District.

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

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

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

**Mandatory Online Ordering Portal Demonstration** – The awarded Bidder must participate in a mandatory online ordering portal demonstration. The demonstration will include:

1. A demonstration of the Bidder's online ordering portal functionality
2. Demonstration of processes to allow the District to verify Bidder's actual costs
3. Demonstration of manufacturer price lists to confirm actual costs for cost-plus pricing formula
4. Demonstration will be scheduled individually with the awarded Bidder

**Acceptable Ordering Methods** – The Bidder must allow the District to place all orders through one or both of the following methods:

1. Via the Vendor's online ordering portal integrated with the District's Titan LINQ Nutrition Software account.
2. Via direct email from the District to the Vendor.

If software integration is unavailable, the Bidder will accept email orders until the integration is completed. The District will not submit orders through the Vendor's online ordering portal if it is not integrated with their Titan LINQ Nutrition Software account.

## **Pricing**

"The Bid will be awarded to the responsive and responsible bidder(s) with the lowest prices. The District reserves the right to award to a single vendor or to multiple vendors by item or category, whichever is deemed to be in the best interest of the District." Price per case must be demonstrated **using pricing from January 1, 2025 through December 31, 2026**. Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual fixed price charged to the District. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request. Bidders submitting a bid shall specify brand, product size, case count, origin, price, and any notes pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

**Pricing Terms** – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period of **July 1, 2026 through June 30, 2027**. The Bidder certifies that the District will be given the immediate benefit of any lower prices or price decreases during the term of the contract. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

**Itemized Bid List** – The District's Itemized Bid List is attached hereto (Attachment 18). If the District requests a specialty product, then the District will only accept the variety listed or comparable substitute products. The "Notes" section should be used to indicate if the item bid is a special order, requires a minimum purchase, has a minimum purchase that affects pricing, any volume discount thresholds and corresponding price adjustments, or is an alternative to what was listed. Bids must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is from animals raised/products that are processed in California. In the same column, note the country of origin of which the product is from. Bidder is responsible for converting any differences in pack size to the same total volume as requested.

**Fuel Surcharges** – Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the term of this contract.

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

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

**Allowable Costs Requirements (Federal Compliance)** – The following provisions are required by federal regulation. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include these requirements:

- a) Allowable costs will be paid net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee, to the extent those credits are allocable to the allowable portion of costs billed to the District. (7 CFR 210.21(f)(1)(i))
- b) The Contractor must separately identify for each cost submitted for payment the amount that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or the contractor must exclude all unallowable costs from billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs. (7 CFR 210.21(f)(1)(ii))
- c) The contractor's determination of allowable costs must comply with applicable USDA and Program regulations and Office of Management and Budget cost circulars. (7 CFR 210.21(f)(1)(iii))
- d) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the District for payment and individually identify each as a discount, rebate, or describe the nature of the credit. If approved by the State agency, the District may permit the contractor to report this information less frequently than monthly, but no less frequently than annually. (7 CFR 210.21(f)(1)(iv))
- e) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to contract conclusion. (7 CFR 210.21(f)(1)(v))
- f) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the District, the State agency, or USDA. (7 CFR 210.21(f)(1)(vi))

## **District Evaluation/Selection Process**

**Basis for Selection** – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder, before being awarded a contract, may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Bid of any Bidders as not responsible and not qualified to provide the particular products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Bid is one that meets all terms, conditions, and specifications of the IFB. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract available to view [here](#). The Bidder must perform and do what the Bid documents and contract requirements say they must do,

whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc.

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

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

**Evaluation/Award** – Award of this IFB shall be made to the lowest-priced responsible bidder(s) who are fully responsive to the terms of this solicitation. The District reserves the right to award to a single or multiple responsive and responsible bidder(s) by item, category, or in total, as deemed to be in the best interest of the District. The District also reserves the right to select no Bidder. The Successful Bidder(s) will be selected based on lowest price by item or category, provided that the Bidder meets all qualifications and demonstrated competence required herein. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, Grocery products from other vendors throughout the contract if it deems necessary and permissible to do so. The Successful Bidder will be selected based on lowest price, provided that the Bidder meets all qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for providing these types of Products. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, Grocery products from other vendors throughout the contract if it deems necessary and permissible to do so.

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

## **Terms and Conditions**

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

**Acceptance of Bids** – The District reserves the right to reject any or all Bids and to select individual items. Bids may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this IFB will be purchased. The right is reserved to purchase additional quantities at the Bid prices during the contract term. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Bids or waive any irregularities or informalities in any Bids or in the bidding.

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

**Anti-discrimination** – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

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

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

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

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

**Attorney’s Fees Provision** – In the event of any dispute between the District and Bidder pertaining to this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator) shall be entitled to recover from the other party its reasonable attorneys’ fees, costs and expenses incurred in connection therewith. The term “attorneys’ fees” shall mean the fees and expenses of counsel, which may include printing, photocopying, duplicating and other expenses, air freight charges and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under attorney supervision, and the costs and fees incurred in connection with enforcement or collection of any judgment obtained. These provisions shall survive contract expiration or earlier termination.

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

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

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

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

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

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

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

**Examination of Bid Documents** – Bidders submitting a Bid shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Bid to receive or examine any Bid document(s), forms, instruments, Addenda or other documents then existing

shall not relieve any Bidder submitting a Bid from obligations with respect to this IFB or to the contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.

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

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

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

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

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

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

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

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

**Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and

Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Bidder submitting a bid shall specify biodegradable Grocery containers, which must be acceptable to the District's Food & Nutrition Services Department. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a Bid shall specify brand, product size, case count, origin and price. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

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

**Toll Charges** – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful Bidder shall accept charges for such calls on a reverse charge basis.

**Post Award Meeting** – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District's Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this IFB. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this IFB and the awarded contract. The District will approve all materials associated with this IFB.

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

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

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

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

**Tobacco-Free Environment** – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of

District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

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

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

**Energy Policy Compliance** – The Bidder shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Clear Air Act Compliance** - The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

- a. Section 306 of Clean Air Act (42 U.S.C. 1847(h))

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

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

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least “A,11” status as rated in the most recent edition of Best’s Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement.”
3. **Primary Insurance Endorsement:** In addition to the “Additional Insured” as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “Such

insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

## **Protests**

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

**Rosaura M. Altamirano**  
*Senior Manager, Supply Chain & Logistics*  
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The protest must contain a complete statement of any and all bases for the protest.

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

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

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

Bidders will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

**Resolution:** The affected Bidder will be notified and given opportunity to rebut. The District will issue a written decision within fifteen (15) business days of receipt of protest, unless factors beyond the District's reasonable control prevent such resolution.

**Appeal:** Appeals must be submitted within three (3) business days after receipt of the District's written decision. Appeals must be in writing, set forth all factual and legal grounds, and be sent via overnight registered mail with all accompanying information.

**Appeal Review and Finality:** The Superintendent or designee shall review the decision and issue a written response within fifteen (15) business days. The decision concerning the appeal will be final and not subject to further appeals.

**Reservation of Rights:** The District reserves the right to proceed to award the contract and commence services pending decision on the protest and any appeal.

**Waiver:** The procedures and time limits are mandatory and constitute the sole and exclusive remedy. Failure to comply constitutes waiver of any right to pursue a protest.

## **Delivery Requirements and Locations**

### **Delivery Specifications -**

1. The Successful Bidder will partner with the District over the term of the contract resulting from this IFB to procure and deliver Grocery products to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at

any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to 85 sites. The sites require 2 days per week deliveries on Tuesdays and Thursdays due to storage limitations or volume purchases.

2. All deliveries shall occur during the hours specified in the following table. Overnight deliveries, or "Dark drops," will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
4. The district reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the IFB. The District requests deliveries each week specified in the schedule in the following table.
5. Perishable Grocery products must be delivered in a refrigerated clean and sanitary truck and the temperature of the products must be 37° – 45° at the time of delivery. A lift gate and pallets may be needed for large loads.
6. Pallets should not exceed 6 feet high and frozen and refrigerated products should be provided on separate pallets.
7. Perishable Grocery products will be stored in the school's Grocery coolers by the delivery person following FIFO. FIFO System: The Proposer shall follow appropriate procedures for first in, first out (FIFO) stock rotation system.
8. Separation of Incompatible Products–The Bidder shall ensure that products delivered under this contract are transported in a manner that prevents cross-contamination. At minimum, the following products shall not be co-mingled, co-loaded, or transported in the same compartment or on the same pallet without appropriate physical separation:
  - a. Ready-to-eat foods (including fresh produce, dairy products, and packaged grocery items) shall not be transported with raw meat, raw poultry, or raw seafood.
  - b. Food products of any kind shall not be transported with cleaning chemicals, sanitizers, pesticides, or other non-food chemical products.
  - c. Produce and other unpackaged food items shall not be transported with paper, disposable, or non-food supply products unless products are fully enclosed in intact, sealed packaging and physically segregated to prevent any risk of contamination.
  - d. Allergen-containing products shall be segregated from allergen-free products where cross-contact poses a material risk.

- e. These requirements are consistent with protections against adulteration under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §342) and the FDA's current Good Manufacturing Practice regulations (21 CFR Part 117, Subpart B).

<b>OUSD Delivery Locations</b>				
<b>Location</b>	<b>Address</b>	<b>Delivery Times</b>	<b>Preferred Delivery Days</b>	<b>Number of Deliveries Per Week</b>
Acorn Woodland Elementary	1025 81st Avenue, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Allendale Elementary School	3670 Penniman Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday AND Thursday	2
Arroyo Viejo CDC	1895 78th Avenue, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Bridges Academy	1325 53rd Avenue, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday AND Thursday	2
Brookfield & Pre K	401 Jones Avenue, Oakland, CA 94603	7:00 am - 10:00 am	Tuesday AND Thursday	2
Burbank Preschool	3550 64th Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
Burckhalter Elementary	3994 Burckhalter Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
Carl Munck Elementary	11900 Campus Drive, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
<b>Central Manufacturing Kitchen</b>	2850 West Street, Oakland, CA 94601	5:00 am - 10:00 am	Tuesday, Thursday	2
Centro Infantil CDC	2660 E 16th Street, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday AND Thursday	2
Chabot Elementary	6686 Chabot Road, Oakland CA, 94618	7:00 am - 10:00 am	Tuesday AND Thursday	2
Claremont Middle School	5750 College Avenue Oakland, CA 94618	7:00 am - 10:00 am	Tuesday AND Thursday	2
Cleveland Elementary School	745 Cleveland Street, Oakland, CA 94606	7:00 am - 10:00 am	Tuesday AND Thursday	2
Crocker Highlands Elementary	525 Midcrest Road, Oakland CA, 94618	7:00 am - 10:00 am	Tuesday AND Thursday	2
Dewey Academy	1111 2nd Avenue, Oakland, CA 94606	7:00 am - 10:00 am	Tuesday AND Thursday	2
Emerson	4801 Lawton Avenue, Oakland CA 94609	7:00 am - 10:00 am	Tuesday AND Thursday	2
Fruitvale Elementary School	3200 Boston Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday AND Thursday	2
Glenview Elementary School	4215 La Cresta Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
Grass Valley Elementary	4720 Dunkirk Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
Greenleaf Elementary School	6328 E 17th Street, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Harriet Tubman CDC	800 33rd Street, Oakland, CA 94608	7:00 am - 10:00 am	Tuesday AND Thursday	2
Highland CDC	1322 86th Avenue, Oakland CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Hoover Elementary School	890 Brockhurst St, Oakland, CA 94608	7:00 am - 10:00 am	Tuesday AND Thursday	2
International Community School	2825 International Boulevard, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday AND Thursday	2
Laurel Elementary School	3750 Brown Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday AND Thursday	2
Lockwood Steam Academy	6701 International Boulevard, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Markham Elementary School	7220 Krause Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
McClymonds High School	2608 Myrtle Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
Martin Luther King Jr. Elementary School	960 10th Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday AND Thursday	2
Piedmont Avenue Elementary School	4314 Piedmont Avenue Oakland, CA 94611	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland Technical High School	4351 Broadway, Oakland, CA 94611	7:00 am - 10:00 am	Wednesday, Thursday, Friday	2
Prescott School	920 Campbell Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday AND Thursday	2
Reach Academy	9860 Sunnyside Street, Oakland, CA 94603	7:00 am - 10:00 am	Tuesday AND Thursday	2
Rudsdale Continuation School	8251 Fontaine Street, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
Sankofa United Elementary School	581 61st Street, Oakland, CA 94609	7:00 am - 10:00 am	Tuesday AND Thursday	2
Urban Promise Academy	3031 E 18th Street, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday AND Thursday	2
Bella Vista	1025 East 28th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Bret Harte	3700 Coolidge Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Castlemont + LPS	8601 MacArthur Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Coliseum College Prep	1390 66th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
East Oakland Pride Elementary School	8000 Birch Street, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Edna Brewer	3748 13th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Elmhurst	1800 98th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Esperanza/Korematsu	10315 E Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Franklin	915 Foothill Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Fremont	4610 Foothill Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Frick	2845 64th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Garfield +SPK	1640 22nd Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Global Family	2035 40th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
La Escuelita/Met West	314 East Tenth Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Life/UFS	2101 35th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Lincoln	225 11th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Madison Upper	400 Capistrano Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
Manzanita/Seed	2409 East 27th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Montclair	1757 Mountain Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
Montera	5555 Ascot Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
New Highland/RISE	8521 A Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland High	1023 MacArthur Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland International	4521 Webster Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland Tech	4351 Broadway	7:00 am - 10:00 am	Tuesday AND Thursday	2
Roosevelt	1926 19th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Skyline	12250 Skyline Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Westlake Middle	2629 Harrison Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
West Oakland Middle School + Bunch	991 14th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Hillcrest K-8	30 Marguerite Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
Horace Mann Elementary	5222 Ygnacio Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
International CDC	2825 International Blvd	7:00 am - 10:00 am	Tuesday AND Thursday	2
Jefferson CDC	1975 40th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Joaquin Miller Elementary	5525 Ascot Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
Kaiser CDC	25 South Hill Court	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
Lockwood CDC	1125 69th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Madison Primary	470 El Paseo Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
Manzanita CDC	2618 Grande Vista Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Melrose Leadership Academy - Maxwell	1325 61st Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Melrose Leadership Academy - Sherman	5328 Brann Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland Academy of Knowledge	8755 Fontaine Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Peralta Elementary	460 63rd Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Redwood Heights Elementary	4401 39th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Sequoia Elementary	3730 Lincoln Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Stonehurst CDC	901 105th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Street Academy	417 29th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Thornhill Elementary	5880 Thornhill Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
United Nations CDC	1025 4th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Yuk Yau CDC	291 10th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Young Adult Program	915 54th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2

## Submission Instructions

Bids shall be emailed to the Procurement Department at [procurement@ousd.org](mailto:procurement@ousd.org) no later than **MARCH 26, 2026 at 2:00PM PST.**

Bid shall be submitted with subject line:

**“Response to IFB Bid #26-173NS Grocery Products for K-12 Meal Program Nutrition Services”**

**\*When submitting your bid, be sure to get a ticket number or confirmation email.**

Bids submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. Bids received after scheduled closing time for receipt of bids will not be considered. Incomplete bids may be deemed non-responsive and therefore not considered.

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

### Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This IFB, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Bidders are responsible for checking this website for information and changes to this IFB.**

## **Bid Submission Checklist - Attachment "1"**

### **To be Submitted with Bid**

**Bidder Name:**

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

#### **Required Documents:**

- Bid Submission Checklist (Att. 1, this form)
- Invitation for Bid Signature Page (Att. 2)
- Non Collusion Affidavit (Att. 3)
- Bidder's Statement Regarding Insurance Coverage (Att. 4)
- Worker's Compensation Insurance Certification Form (Att. 5)
- Drug Free Workplace Certification (Att. 6)
- Equal Opportunity Employment (Att. 7)
- Fingerprint Clearance/Criminal Background Investigation (Att. 8)
- Certificate of Independent Price Determination (Att. 9)
- Suspension and Debarment Certification (Att. 10)
- Certification Regarding Lobbying (Att. 11)
- Disclosure of Lobbying Activities (Att. 12)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 13)
- Good Food Purchasing Resolution (Att. 14)
- Good Food Purchasing Bidding Vendor Pledge (Att. 15)
- Buy American Certification (Att.16)
- Clean Air Certificate (Att. 17)
- Itemized Bid List (Att. 18)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your bid)
- Addenda

**Invitation For Bid Signature Page - Attachment "2"**  
**To Be Submitted With Bid**

<b>By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.</b>	
<b>Company Name</b>	
<b>Signature of Company Official</b>	
<b>Name of Signer</b>	
<b>Title of Signer</b>	
<b>Email Address</b>	
<b>Complete Mailing Address</b>	
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Date</b>	
<b>Minimum Dollar Amount for Delivery</b>	<b>\$</b>
<input type="checkbox"/>	<b>Check if no minimum dollar amount for delivery is required.</b>
<b>Minimum Case Amount for Delivery</b>	
<input type="checkbox"/>	<b>Check if no minimum case amount for delivery is required.</b>

**Non Collusion Affidavit - Attachment "3"**  
Public Contracts Code Section 7106  
**To Be Submitted With Bid**

State of California  
County of \_\_\_\_\_

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signed at (Place)

\_\_\_\_\_  
Bidder Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

## **Bidder's Statement Regarding Insurance Coverage - Attachment "4"**

### **To Be Submitted With Bid**

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bids. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

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

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

## **Workers' Compensation Insurance Certificate - Attachment "5"**

### **To Be Submitted With Bid**

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

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

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

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

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

ATTEST:

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

\_\_\_\_\_  
Printed Name & Title

## Drug-Free Workplace Certification - Attachment "6"

### To Be Submitted With Bid

I, \_\_\_\_\_, am the \_\_\_\_\_ of  
(Print Name) (Title)

(Bidder Name): \_\_\_\_\_ I declare, state and certify to all of the following:

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

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

Executed at \_\_\_\_\_ this day of \_\_\_\_\_  
(City and State) (Date)

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

\_\_\_\_\_  
(Name Handwritten or Typed Name)

## Equal Opportunity Employment - Attachment "7"

### To Be Submitted With Bid

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 \_\_\_\_\_ (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

# Fingerprinting/Criminal Background Investigation Certification - Attachment “8”

## To Be Submitted With Bid

### Fingerprinting Notice and Acknowledgment For All Contractors Except When Construction Exception Is Met (Education Code Section 45125.1)

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

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ *[insert "owner" or officer title]* of \_\_\_\_\_  
*[insert name of business entity]*, have read the foregoing and agree that \_\_\_\_\_  
\_\_\_\_\_ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## **Attachment A**

### **Violent and Serious Felonies**

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

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

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

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

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

(22) Any violation of Section 12022.53.

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

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

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

## Attachment B

### Form for Certification of Lack of Felony Convictions

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

Entity Name: \_\_\_\_\_  
Date of Entity's Contract with District: \_\_\_\_\_  
Scope of Entity's Contract with District: \_\_\_\_\_

I, \_\_\_\_\_ [insert name], am the \_\_\_\_\_ [insert "owner" or officer title] for \_\_\_\_\_ [insert name of business entity] ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: \_\_\_\_\_, 20\_\_      Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**Certificate Of Independent Price Determination - Attachment "9"**  
**To Be Submitted With Bid**

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

Name of Bidder		Name of SFA

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

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

\_\_\_\_\_

\_\_\_\_\_

Signature of Bidder's Authorized Representative		Title		Date

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

Signature of SFA's Authorized Representative		Title		Date

**Suspension And Debarment Certification - Attachment "10"**  
**To Be Submitted With Bid**

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

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

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

**(Before Completing Certification,  
Read Instructions on the Following Page)**

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

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Do Not Submit This Form. Retain With the Applicable Contract or Bid Responses.  
Instructions For Certification**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$150,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Certification Regarding Lobbying - Attachment "11"

### To Be Submitted With Bid

**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 Bid, contract renewal or extension when the contract exceeds \$100,000.**

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

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

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

- (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:
<b>OR</b>		
Name of Vendor:		
Printed Name and Title:	Signature:	Date:

## Disclosure Of Lobbying Activities- Attachment "12"

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

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

## Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities

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

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

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

## Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "13"

### To Be Submitted With Bid

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

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

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

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

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

**Option #1: Certification**

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

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

**Option #2: Exemption**

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

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

## **Good Food Purchasing Resolution - Attachment "14"**

### **Resolution Of the Board of Education Oakland Unified School District Resolution No. 1617-0079**

#### **Oakland Unified School District District Commitment - Good Food Purchasing Policy/Program**

WHEREAS, the Oakland Unified School District ("OUSD" or "District") procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland's Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland ("RSLO") Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO's recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD's healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014,

which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

## **Good Food Purchasing Bidding Vendor Pledge - Attachment “15”**

### **To Be Submitted With Bid**

Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- Communicating our participation in the Good Food Purchasing Program to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
- Establishing supply chain accountability and a traceability system to verify sourcing commitments, and sharing this information with us when requested.
- Complying with due diligence reporting requirements to assess baseline purchases and measure annual progress. As part of The District’s commitment to the Good Food Purchasing Program, The District collects specific data for the Center for Good Food Purchasing to analyze and assess compliance with and successes in increasing the amount of good food procured.
- Proposing vendor commits to submitting the following due diligence reporting requirements on an annual basis:
  - Time period of purchase (such as month and year, or range of months)
  - Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
  - Brand (if applicable)
  - Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
  - Vendor item number
  - Manufacturer product code (if applicable)
  - UPC code (if applicable)
  - Product description
  - Known certifications (if applicable)
  - Pack size
  - Quantity purchased and UOM
  - Net weight per quantity (in lbs)
  - Total weight (in lbs)
  - Cost per unit
  - Total cost per quantity purchased
  - Total dollar value spent for all food items purchased as part of this contract
- Working with us to complete a baseline purchasing assessment of food procurement practices for analysis by the Center for Good Food Purchasing.
- Working with us to annually increase the procurement of food aligned with the core values of the Good Food Purchasing Program.
- Seeking to bring us new products that demonstrate innovation and progress as it relates to the Good Food Purchasing Program

Date: \_\_\_\_\_

Name of bidding company: \_\_\_\_\_

Name and title of representative signing: \_\_\_\_\_

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

## Buy American Certification Form - Attachment "16"

### To Be Submitted With Proposal

BUY AMERICAN PROVISION (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities at Oakland Unified School District to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports Oakland Unified School District working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Child Nutrition Services (SNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to Oakland Unified School District located in the forty-eight contiguous United States and is one of the procurement standards Oakland Unified School District Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by Oakland Unified School District.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test, which defines the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date \_\_\_\_\_

Vendor Name \_\_\_\_\_

Completed By \_\_\_\_\_

#### **Non-Domestic Food Products Limitation**

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, Bidder must submit in writing to the District, a minimum of 30 days in advance of delivery. The request must include the following:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
  - (a) Price of the domestic food alternative substitute(s); and
  - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

- (a) Price of the domestic food product; and
- (b) Price of the non-domestic product that meets the required specification of the domestic product.

Effective School Year 2025–26, per USDA regulations, Oakland Unified School District shall limit the total cost of non-domestic commercial food products purchased under this contract to no more than 10 percent of the total commercial food cost. Vendors must track and report non-domestic food purchases to ensure compliance with this threshold.

I/we \_\_\_\_\_, certify that only domestic commodity or food/beverage products will be supplied to Oakland Unified School District unless all are true:

- a) mutually agreed upon and pre-approved by Oakland Unified School District
- b) the total cost of non-domestic commercial food products purchased under this contract will not exceed 10 percent of the total cost of all food products purchased under this contract
- c) Vendor will provide information to the District on product and ingredient origin as needed to monitor Buy American compliance.

\_\_\_\_\_  
Signature Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District. Oakland Unified School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Oakland Unified School District and the vendor and documented.

# Clean Air Certification - Attachment "17"

## To Be Submitted With Proposal

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.

\_\_\_\_\_  
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.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Itemized Bid List - Attachment “18”

### To Be Submitted With Proposal

This attachment is provided as a separate spreadsheet. Please use the [Item List Link](#) to get to the item list spreadsheet.

#### Item List Link:

<https://docs.google.com/spreadsheets/d/1upHE2XR0DiSofTA1S5LzyTyUfHiWZDXzR4V86lOqYU0/edit?gid=0#gid=0>

Please note, pricing must be submitted in Excel or Google Sheet format. The Item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

1. Click “File” in the top left corner.
2. Choose either “Download” or “Make a Copy”.
3. Add your company name to the file name.
4. Bidder must indicate item name, variety of item offered, description of item offered, Buy American information, Pack and Unit details prices and any additional notes pertaining to each item.
5. OUSD requires Pack information breakdown in order to effectively compare pricing across vendors with different Pack sizes. Please accurately fill out all pack size information.
6. Instructions for entering your data into your downloaded document to be submitted with your proposal.

#### Terms to Know

**Item Description:** Standard description. You may enter in any format.

**Vendor Pack Size Offered:** Describes the shipped Pack. Examples include:

- 4/1GAL Case (e.g. 4 one gallon bottles of soy sauce per case)
- 96/1oz Case (e.g. Case of 96 Granola Bars)
- 4/7.72LB Case (e.g. Case of 4 7.72 LB bags of Chicken Strips)

**Vendor Pack Type:** What is the Pack Format (Case, Bag, Bucket, Etc)

**Vendor Pack Unit:** Must Match District Pack Unit. This is the unit your pack is made up from. For example:

- 4/1GAL Case of Soy Sauce, the Pack Unit is 1 Gallon
- A 96/1oz Case of 1oz Granola Bars, the Pack Unit is Each (1 Granola Bar is one Each)
- A 4/7.72LB Case of Chicken Strips, the Pack unit is 1 LB

**Vendor Number of Pack Units/Pack:** This is how many pack units make up the pack offered. (4 for the soy sauce example, 96 for the granola bars, 30.88lb for the chicken strips , etc) If the vendor typically uses a different unit than the district, the vendor must convert to provided units. For example, if the district uses LB and the vendor typically uses EACH to describe a case, the vendor must provide a number of LBS in a case.

**Please initial each paragraph and return with your bid.**

\*I understand that I need to complete all blue cells on the Item List.

Initial: \_\_\_\_\_

\*I understand that the Notes column should be used to indicate if the item I am bidding is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. I understand that all items will be expected to be stocked and available for delivery on the next delivered order unless they are noted as special order.

Initial: \_\_\_\_\_

\*I understand that my bid needs to include the price specific to the month offered.

Initial: \_\_\_\_\_

\*I understand that I need to note in the American Grown if items are grown outside of the USA and the justification for sourcing outside the USA.

Initial: \_\_\_\_\_

\*I understand that the completed item list may be submitted in PDF version but MUST also be submitted in spreadsheet format (Excel or Google Sheet).

Initial \_\_\_\_\_

I understand the original sheet is not to be edited by the Bidder, nor will the Bidder be given editing permissions. A copy of the sheet must be made, named to represent the bidder, and submitted.

Initial: \_\_\_\_\_



**GOLD STAR FOODS**

**OAKLAND UNIFIED SCHOOL DISTRICT**

REQUEST FOR PROPOSAL

#26-173NS GROCERY PRODUCTS

DUE DATE: MARCH 26, 2026 BY 2:00 PM (PST)

**GOLD STAR FOODS BID RESPONSE ENCLOSED**

**THE School Nutrition Supply Chain™**

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March 26, 2026

Oakland Unified School District  
Procurement Department  
900 High Street, 2nd Floor  
Oakland, CA 94601

Dear Ms. Garcia,

Gold Star Foods, Inc. (Gold Star) is pleased to submit our comprehensive response to Request for Proposal No. 26-173NS Grocery Products K-12 Meal Program for Nutrition Services.

Founded in 1978, Gold Star Foods, Inc. is a national foodservice distributor exclusively dedicated to K–12 School Nutrition Programs. Gold Star provides comprehensive grocery, specialty, and commodity-related solutions designed to support compliant, nutritious, and operationally efficient school meal service.

Gold Star currently partners with eight (8) State Agencies, two (2) private commodity cooperatives, and more than 5,100 school districts nationwide. Through these partnerships, Gold Star supports the daily service of more than 8.5 million reimbursable meals. Our eighteen (18) Distribution Centers—strategically located across California (3), Oregon, Idaho, Louisiana (3), Missouri (3), Pennsylvania, Connecticut, South Carolina, Texas, Massachusetts, Oklahoma, and Virginia—enable us to provide efficient, reliable, and responsive service across the nation.

#### **Alignment with District Values and Program Objectives**

Gold Star’s organizational mission and operating model are closely aligned with the objectives of the district. Gold Star’s stated purpose is to support School Nutrition Programs through systems and services designed to promote fresh, scratch-cooked meals and improve student health outcomes. This alignment has guided Gold Star’s approach to school nutrition for more than 40 years.

#### **Dedicated School Nutrition Infrastructure**

Gold Star distinguishes itself through a singular focus on school nutrition and by maintaining infrastructure designed specifically for K–12 program requirements. This includes:

- An explicit and exclusive commitment to School Nutrition Programs
- A dedicated, one-to-one logistics infrastructure supporting school nutrition operations, including:
  - Specialized foodservice warehousing
  - Temperature-controlled, refrigerated, and frozen cold-chain logistics
  - Technology systems that provide product tracking, order transparency, and operational accountability

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#### **Price**

Gold Star Foods is structured to deliver competitive pricing through scale, regional distribution density, and an existing school-nutrition-specific logistics network. Pricing proposals are designed to be transparent, auditable, and compliant with all applicable procurement and program requirements.

#### **Local Geographic Preference**

Gold Star operates multiple distribution centers within California and adjacent regions, enabling local and regional sourcing, reduced delivery miles, and consistent service to member districts. This geographic footprint supports timely delivery, local supplier participation, and responsiveness to district-level needs.

#### **Delivery Specifications**

Gold Star maintains a dedicated school nutrition cold-chain distribution model, including refrigerated and frozen logistics designed to meet school delivery windows, storage constraints, and food safety requirements. Delivery schedules and specifications are structured to align with district operating calendars and site-level requirements.

#### **Order Fulfillment**

Gold Star's fulfillment model is designed specifically for K-12 School Nutrition Programs, supporting high order accuracy, consistent fill rates, and continuity of supply. Inventory planning and replenishment processes are structured to minimize disruptions and support menu compliance. Additionally, we are implementing a state-of-the-art forecasting platform to ensure fulfillment and mitigate supply chain disruptions.

#### **Order Systems and Reporting**

Gold Star utilizes technology platforms that support electronic ordering, order tracking, and reporting. Systems are designed to provide transparency, documentation, and data access necessary for operational oversight, compliance monitoring, and financial reconciliation.

#### **Service Reliability and Past Performance**

With over four decades of exclusive focus on school nutrition, Gold Star has demonstrated the ability to support partner districts on a daily basis. Operational systems, staffing models, and contingency planning are designed to ensure consistent service reliability.

#### **Safety Records and Controls**

Food safety is embedded throughout Gold Star's operations, including controlled warehousing environments, temperature-managed transportation, and documented handling procedures. Safety controls are designed to support regulatory compliance, traceability, and risk mitigation across the supply chain.

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**Food System Equity (MBE, WBE, VBE, Small Business)**

Gold Star supports food system equity by working with a diverse supplier base that includes minority-owned, women-owned, veteran-owned, and small businesses. Procurement practices are structured to enable participation from these partners while maintaining program compliance and operational consistency. Gold Star is committed to the sustained, financial viability and success of our strategic partners.

**Overall Value to the District**



By leveraging existing infrastructure, school-nutrition-specific expertise, and aligned program values, Gold Star is positioned to support the District with a stable, compliant, and scalable supply system that meets current requirements and supports long-term program objectives.

We are confident in our ability to supply Oakland Unified School District with an innovative business model that will ensure your success utilizing an effective and efficient model without compromising the level of service expected in the school nutrition industry. We thank you for considering Gold Star for this opportunity.

Respectfully,

John Cho, E.V.P. of Revenue Management

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**GOLD STAR FOODS**

## Product Return Policy

- **Inspection at the time of delivery with the driver and customer is the best way to avoid issues.** All item(s) delivered should be counted, verified as the correct item, and free from visible damage.
  - **Damaged items should be placed back on the truck.**
  - **Incorrect items should be placed back on the truck.**
  - **Extra cases should be placed back on the truck.**All discrepancies must be noted on the invoice and signed by district/agency personnel.

Discrepancies found after the delivery, should be reported within 24 hours – Gold Star team members will review each circumstance and provide direction on next steps.

**If a quality issue is identified, please report it to your Customer Experience Specialist and provide the following information:**

- District and site name
  - Invoice number and date
  - Item number, description, and quantity
  - Product date/code number/expiration date on package/bag/case
  - Please include product photos, damage of item, case/manufacturer label and Gold Star Foods label
- **Depending on the product quality issue, Gold Star Foods may be able to proceed with case/partial case credit and no return may be required.**
  - **Requests for a return of an item from a previous delivery require approval from our Customer Experience Department and must be reported within 24 hours of the time of delivery.** We can only consider pickup and credit for non-perishable items.
  - **Gold Star Foods will not accept returned cases that have been opened or altered in any way by the customer.** This policy includes cases that have been marked or written on. Products left out of our temperature control for any period cannot be returned for resale.

Thank you for your understanding and cooperation with this process. If you have any questions or concerns, please contact your Gold Star Foods Customer Experience Specialist.

Revised 4/14/2025

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**GOLD STAR FOODS**

### STATEMENT AND EXPLANATION OF PRICING

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

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

Gold Star Foods, Inc. (Gold Star) uses our landed costs as the basis for calculating all fixed fee delivery prices. Our landed cost is determined as either:

- (a) The total amount paid for by Gold Star on the manufacturers invoice when the foods are delivered directly to Gold Star's Ontario facility by the manufacturer or designated logistics company, or
- (b) The total amount paid for by Gold Star on the manufacturers invoice plus the freight cost incurred by Gold Star when our driver/truck pick-up the foods at the manufacturers' facility or their secondary cold storage facility

Our pricing model is based on distribution for all the districts in this RFP considering additional multi-category purchases which provides the lowest cost for distribution. To determine fixed fee pricing, we consider all aspects of our costs including:

- Fair wages and benefits for all Warehouse Personnel, Truck Driver(s), and Office Staff
- Costs of transport (Trucks, Insurance, Fuel, Maintenance)
- Warehouse and facility costs
- Technology
- Quality Assurance and Food Safety Systems/Certifications
- Vendor selection, vetting, management, and oversight

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## GOLD STAR FOODS

### Tariffs & Product Pricing

Dear Valued District Partner,

At Gold Star Foods, we remain committed to providing you with high-quality products at the best possible prices. However, we want to keep you informed about economic factors that may impact future pricing.

With the possibility of new or adjusted tariffs, there is uncertainty surrounding future costs. Tariffs are determined at the federal level, and Gold Star Foods has no control over their implementation or adjustments. In response, our vendors are actively reviewing raw material and ingredient costs to help manage these possible changes.

While we continue to work closely with our suppliers to minimize cost impacts wherever possible, we want to be transparent that pricing may vary as market conditions evolve. Our team will keep you updated on any significant changes that could affect your orders.

We appreciate your partnership and understanding.

Best regards,

Gold Star Foods

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**GOLD STAR FOODS**

**Gold Star Foods, Inc. – Fleet Specifications**

<u>Location</u>	<u>City</u>	<u>State</u>	<u>Equipment Number</u>	<u>Model Year</u>	<u>Age</u>	<u>Make</u>	<u>Classification</u>	<u>Length</u>
Gold Star Foods - NorCal	Dixon	CA	10	2013	9	Great Dane	Single Temp	36
Gold Star Foods - NorCal	Dixon	CA	700	2013	9	Utility	Single Temp	53
Gold Star Foods - NorCal	Dixon	CA	701	2013	9	Utility	Single Temp	53
Gold Star Foods - NorCal	Dixon	CA	702	2013	9	Utility	Single Temp	53
Gold Star Foods - NorCal	Dixon	CA	612	2001	21	Utility	Single Temp	48
Gold Star Foods - NorCal	Fresno	CA	138050	2016	6	Utility	Single Temp	45
Gold Star Foods - NorCal	Fresno	CA	138051	2016	6	Utility	Single Temp	45
Gold Star Foods - NorCal	Fresno	CA	138052	2016	6	Utility	Single Temp	45
Gold Star Foods - NorCal	Fresno	CA	138053	2016	6	Utility	Single Temp	45
Gold Star Foods - NorCal	Dixon	CA	M2820014	2020	2	Vanguard	Multi Temp Liftgate	28
Gold Star Foods - NorCal	Dixon	CA	M2820021	2020	2	Vanguard	Multi Temp Liftgate	28
Gold Star Foods - NorCal	Dixon	CA	M2820022	2020	2	Vanguard	Multi Temp Liftgate	28
Gold Star Foods - NorCal	Dixon	CA	M3620003	2020	2	Vanguard	Multi Temp Liftgate	36
Gold Star Foods - NorCal	Dixon	CA	M3620018	2020	2	Vanguard	Multi Temp Liftgate	36
Gold Star Foods - NorCal	Dixon	CA	M3621001	2021	1	Utility	Multi Temp Liftgate	36
Gold Star Foods - NorCal	Dixon	CA	M3621005	2021	1	Utility	Multi Temp Liftgate	36
Gold Star Foods - NorCal	Dixon	CA	M3621006	2021	1	Utility	Multi Temp Liftgate	36
Gold Star Foods - NorCal	Dixon	CA	M3621007	2021	1	Utility	Multi Temp Liftgate	36

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## GOLD STAR FOODS

Gold Star Foods - NorCal	Dixon	CA	M3622015	2023	-1	Utility	Multi Temp Liftgate	36
Gold Star Foods - NorCal	Dixon	CA	M3622016	2023	-1	Utility	Multi Temp Liftgate	36
Gold Star Foods - NorCal	Dixon	CA	M4820062	2020	2	Utility	Multi Temp Liftgate	48
Gold Star Foods - NorCal	Dixon	CA	M4820063	2020	2	Utility	Multi Temp Liftgate	48
Gold Star Foods - NorCal	Dixon	CA	M4820064	2020	2	Utility	Multi Temp Liftgate	48
Gold Star Foods - NorCal	Dixon	CA	M4820065	2020	2	Utility	Multi Temp Liftgate	48
Gold Star Foods - NorCal	Dixon	CA	M4820066	2020	2	Utility	Multi Temp Liftgate	48
Gold Star Foods - NorCal	Dixon	CA	608	1998	24	Utility	Single Temp	48
Gold Star Foods - NorCal	Dixon	CA	12	1997	25	Utility	Single Temp	28
Gold Star Foods - NorCal	Dixon	CA	605	1997	25	Utility	Single Temp	48
Gold Star Foods - NorCal	Dixon	CA	602	1996	26	Utility	Single Temp	48
Gold Star Foods - NorCal	Dixon	CA	603	1996	26	Utility	Single Temp	48
Gold Star Foods - NorCal	Dixon	CA	5	1986	36	Wabash	Single Temp	36
Gold Star Foods - NorCal	Dixon	CA	M4821061	2021	1	Utility	Multi Temp Liftgate	48
Gold Star Foods - NorCal	Dixon	CA	S2811005	2012	10	Utility	Single Temp Liftgate	28
Gold Star Foods - NorCal	Dixon	CA	M3622027	2023	-1	Utility	Multi-Temp	36
Gold Star Foods - NorCal	Dixon	CA	M3622028	2023	-1	Utility	Multi-Temp	36

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**GOLD STAR FOODS**

**SMALL BUSINESS PARTNER LIST**

Name	City	State
ARDELLAS	CARSON	CA
DAVES BAKING COMPANY	SANTA MONICA	CA
ARIZONA GOLD	PHOENIX	AZ
ROSATI INC	CLIFTON HEIGHTS	CA
FAT CAT BAKERY	SACRAMENTO	CA
FIESTA SANTA FE	MONTEREY PARK	CA
INTEGRATED FOOD SERVICE	GARDENA	CA
JTM FOODGROUP	HARRISON	OH
THE LANGLOIS COMPANY	MIRA LOMA	CA
SPIRITED FOODS	WESTLAKE VILLAGE	CA
JACK LORD	ANAHEIM	CA
TABATCHNICK FINE FOOD INC	SOMERSET	NJ
SUPERIOR QUALITY PRODUCTS	SCOTIA	NY
TONY ROBERTS COMPANY	FULLERTON	CA
RW ZANT CO	LOS ANGELES	CA
TRUE NATURAL FOODS	VISALIA	CA
O TASTY FOODS	CITY OF INDUSTR	CA
SIERRA PRODUCE	TUSTIN	CA
GREAT WEST PRODUCE INC	COMMERCE	CA
HORIZON MARKETING	VISALIA	CA
KERN RIDGE GROWERS LLC	ARVIN	CA
SQUARE H BRANDS INC	LOS ANGELES	CA
CREATIVE FOOD INNOVATIONS	CARLSBAD	CA
ELSAS BAKING COMPANY	GRANADA HILLS	CA
NU HEALTH FOODS LLC	MARINA DEL REY	CA
BERBER FOOD MANUFACTURING INC	SAN LEANDRO	CA
C G ROXANE	OLANCHA	CA
GOURMET TREATS BAKING CO INC	TORRANCE	CA
MARIN SUN FARMS INC	PETALUMA	CA
TRINITY FRUIT COMPANY INC	FRESNO	CS
MRS KLEINS PICKLE CO	PHOENIX	AZ
LINDYS HOMEMADE LLC	CHARLOTTE	NC
DOUBLE DATE	COACHELLA	CA
PRIMAVERA MARKETING INC	LINDEN	CA
GOLD COAST PACKING INC	SANTA MARIA	CA

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## GOLD STAR FOODS

GOLDEN STAR CITRUS	WOODLAKE	CA
BRISA RANCH LLC	PESCADRO	CA
FOWLER PACKING COMPANY	FRESNO	CA
SWEET VALLEY PRODUCE INC	MERCED	CA
SC CRITCHLEY INC	REEDLEY	CA
CHANNEL FISH PROCESSING CO INC	BRAINTREE	MA
GREEN BELLIES HOLDING CORP dba GREEN BELLIES	CHICAGO	IL
FOUR IN ONE CO INC	SAN JOSE	CA
SCULLY PACKING CO LLC	FINLEY	CA
PORTLAND PLANT FOODS INC DBA BETTER BEAN	WILSONVILLE	OREGON
MOUNTAIN PINE CORP	SAN LEANDRO	CA
PLANETARIANS	HAYWARD	CA
LA FORTALEZA INC	LOS ANGELES	CA
SHANLEY FARMS	MORRO BAY	CA
FILL MY RECIPE LLC	MADISON	WI
ALICIAS TAMALES LOS MAYAS	HAYWARD	CA
PERMANENT FOOD SYSTEMS	FRIDAY HARBOR	WA
EARLY BIRD FARM AND MILL	WILSEYVILLE	CA
LOPES FAMILY FARMS LLC	PRINCETON	CA
CITRUS PLUS INC	RIVERSIDE	CA
DURANGO PACKING INC	DINUBA	CA
OPEN SPACE MEATS LLC DBA MARIPOSA RANCH	NEWMAN	CA
SOMETHING BETTER FOODS	VALLEJO	CA
HERRERA FARMS	DEL REY	CA
OMEGA 3 NUTRITION	BETHESDA	MD
FRUITFULL	Mcfarland	CA
DINPOLI SPECIALTY FOODS	LOS GATOS	CA
PERMANENT FOOD SYSTEMS- BROADLINE	FRIDAY HARBOR	WA
FRUIT WORLD COMPANY	OAKLAND	CA
HIGH HILLS ORGANIC FARMS	SALINAS	CA
QUEEN OF VEGETABLES ORGANIC FARMS	ROYAL OAKS	CA
AVINA ORGANIC FARMS	SALINAS	CA
CORONEL PRODUCE ORGANIC FARMS	GREENFIELD	CA
MIXTECO PRODUCE ORGANIC FARMS	SALINAS	CA
LOPEZ ORGANIC FARMS	SALINAS	CA
COYO ORGANIC FARM	GREENFIELD	CA
ALFA Y OMEGA ORGANIC FARM	HOLLISTER	CA

### THE School Nutrition Supply Chain™

(800) 540-0215 | [goldstarfoods.com](http://goldstarfoods.com) |   @goldstarfoods  
2855 E Guasti Rd, 6th floor // Ontario, CA 91761



A GS Foods Group Company



## GOLD STAR FOODS

JESSIE'S ORGANIC FARM	SALINAS	
FERNANDEZ FARM 100% ORGANIC FARM	SALINAS	
FOTIS AND SON IMPORTS	HUNTINGTON BEACH	CA
LA BUENA TIERRA	SALINAS	CA
ASIAN SEASONS CURRY FRESH	MILPITAS	CA
LOS PRISMAS ORGANIC FARMS	SALINAS	
SUNNY CAL FARMS	REEDLEY	CA
THE SUN VALLEY RICE COMPANY	ARBUCKLE	CA
POP OATS	SAN MARCOS	CA
TAMPICO SPICE COMPANY	LOS ANGELES	CA
SOBO FOODS	SAN MATEO	CA
DULCE ORGANIC FARMS	WATSONVILLE	CA
TWEETIE ORGANIC FARMS	WATSONVILLE	CA
ADDA VEGGIE	EL CERRITO	CA
COMMUNITY GRAINS LLC	OAKLAND	CA
LOCAL BOUNTY DBA REAL GOOD FISH	MOSS LANDING	CA
S AND K INDUSTRIES	MANASSAS PARK	VA
DARLINGTON	CHICAGO	IL
DAVIDS COOKIES	CEDAR GROVE	NJ
PRAIRIE FARMS - COOLER	JEFFERSON CITY	MO

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**GOLD STAR FOODS**

**MINORITY OWNED PARTNER LIST**

Name	City	State
ARDELLAS	CARSON	CA
LA TAPATIA TORTILLERIA	FRESNO	CA
TABATCHNICK FINE FOOD INC	SOMERSET	NJ
ROMEROS FOOD PRODUCTS	SANTA FE SPRINGS	CA
TRUE NATURAL FOODS	VISALIA	CA
SIERRA PRODUCE	TUSTIN	CA
HORIZON MARKETING	VISALIA	CA
LEGACY FARMS LLC	ANAHEIM	CA
CREATIVE FOOD INNOVATIONS	CARLSBAD	CA
ELSAS BAKING COMPANY	GRANADA HILLS	CA
TRINITY DISTRIBUTION INC	MAYWOOD	CA
GOURMET TREATS BAKING CO INC	TORRANCE	CA
MARIN SUN FARMS INC	PETALUMA	CA
MRS KLEINS PICKLE CO	PHOENIX	AZ
OLE MEXICAN FOODS INC	NORCROSS	GA
INTERNATIONAL FOOD SOLUTIONS, INC	OVIEDO	FL
GOLDEN STAR CITRUS	WOODLAKE	CA
BRISA RANCH LLC	PESCADRO	CA
UNITED WITH EARTH CROP	SAN RAFAEL	CA
AV THOMAS PRODUCE	LIVINGSTON	CA
SWEET VALLEY PRODUCE INC	MERCED	CA
RUIZ FOODS	DINUBA	CA
CHEFS CORNER	NEWARK	CA
GREEN BELLIES HOLDING CORP dba GREEN BELLIES	CHICAGO	IL
LEAF INTERNATIONAL	SANTA CLARITA	CA
DANIELS WESTERN MEAT PACKERS	PICO RIVERA	CA
LA FORTALEZA INC	LOS ANGELES	CA
SHANLEY FARMS	MORRO BAY	CA
FILL MY RECIPE LLC	MADISON	WI
ALICIAS TAMALES LOS MAYAS	HAYWARD	CA
EARLY BIRD FARM AND MILL	WILSEYVILLE	CA
CITRUS PLUS INC	RIVERSIDE	CA
DURANGO PACKING INC	DINUBA	CA
SOMETHING BETTER FOODS	VALLEJO	CA

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## GOLD STAR FOODS

HERRERA FARMS	DEL REY	CA
MIC FOOD	MIAMI	FL
OMEGA 3 NUTRITION	BETHESDA	MD
JAS FAMILY FARMS ORGANICS	SALINAS	CA
FRUITFULL	Mcfarland	CA
FRUIT WORLD COMPANY	OAKLAND	CA
HIGH HILLS ORGANIC FARMS	SALINAS	CA
QUEEN OF VEGETABLES ORGANIC FARMS	ROYAL OAKS	CA
AVINA ORGANIC FARMS	SALINAS	CA
CORONEL PRODUCE ORGANIC FARMS	GREENFIELD	CA
MIXTECO PRODUCE ORGANIC FARMS	SALINAS	CA
LOPEZ ORGANIC FARMS	SALINAS	CA
COYO ORGANIC FARM	GREENFIELD	CA
ALFA Y OMEGA ORGANIC FARM	HOLLISTER	CA
JESSIE'S ORGANIC FARM	SALINAS	
GREEN DIAMOND ORGANIC FARM	HOLLISTER	CA
FERNANDEZ FARM 100% ORGANIC FARM	SALINAS	
LA BUENA TIERRA	SALINAS	CA
ASIAN SEASONS CURRY FRESH	MILPITAS	CA
TIERRA DE ESPERANZA ORGANIC FARM	SALINAS	
LOS PRISMAS ORGANIC FARMS	SALINAS	
SUNNY CAL FARMS	REEDLEY	CA
ROYALLY GROWN ORGANIC FARMS	SALINAS	CA
TAMPICO SPICE COMPANY	LOS ANGELES	CA
SOBO FOODS	SAN MATEO	CA
OCEAN VIEW ORGANIC FARMS	FREEDOM	CA
OLE MEXICAN FOODS INC	NORCROSS	GA
TWEETIE ORGANIC FARMS	WATSONVILLE	CA
ADDA VEGGIE	EL CERRITO	CA
LOCAL BOUNTY DBA REAL GOOD FISH	MOSS LANDING	CA
S AND K INDUSTRIES	MANASSAS PARK	VA
DAVIDS COOKIES	CEDAR GROVE	NJ

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# Local Sourcing Report



FS Report

source DB: GSF

Location: GSF

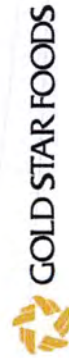
Date Range: 3/1/2024 - 3/31/2024

Include Only Items with Item Spec: Local Food for Schools Program

Report Generated: 4/9/2024 11:41 AM

Page: 1 of 1

Bill To Customer Name	Customer Name	Item No	LFS Item Yes or No	Description	Name	Pack Size	Manufacturer Item No	Gross Weight	Net Weight	Sales Quantity	Unit Price	Total Spend	Certified Organic	Small Business	Minority Owned	Woman Owned	Veteran Owned	Disab Owned	Bus-Ent DBE	Family Owned	City State Zip	Code of Origin
0	School	800592	YES	CARROT BABY 50/2.5OZ	GRIMMWAY ENTERPRISE INC	50/2.5OZ	800592	10	7.8	13			No	No	No	No	No	No	No	No	USACA93307	
0	School	820045	YES	ORANGES 113CT	HORIZON MARKETING	40LB	820045	43.75	40	10			No	Yes	Yes	No	Yes	Yes	No	No	USACA93291	
0	School	820047	YES	ORANGES 138CT	HORIZON MARKETING	40LB	820047	43.75	40	12			No	Yes	Yes	No	Yes	Yes	No	No	USACA93291	
0	School	820053	YES	PEARS GREEN OR RED 135-150CT	SCULLY PACKING CO LLC	36-40LB	820053	45.25	36	28			Yes	Yes	No	No	No	No	No	Yes	USACA93435	
0	School	820154	YES	CARROT SHREDDED 4/5#	WM BOLTHOUSE FARMS INC	4/5LB	820154	21	20	1			No	No	No	No	No	No	No	No	USACA93306	
0	School	820155	YES	CARROT SHREDDED 5#	WM BOLTHOUSE FARMS INC	5LB	820154BG	5.05	5	34			No	No	No	No	No	No	No	No	USACA93306	
0	School	820174	YES	ROMANE CHOPPED 6/2LB	TAYLOR FARMS CALIFORNIA INC	6/2LB	820174	12.8	12	4			No	No	No	No	No	No	No	No	USACA93306	
0	School	820188	YES	CARROT BABY IW/ 100/3OZ	GRIMMWAY ENTERPRISE INC	100/3OZ	820188	21.7	18.75	108			No	No	No	No	No	No	No	No	USAA885365	
0	School	820248	YES	TOMATOES 5/6	WESTERN REPACKING	20LB	820248	21	20	2			Yes	No	No	No	No	No	No	Yes	USACA93307	
																					USACA93396	





# local **PARTNER** profile



mindfulmeats.com

KNOWING THE ORGANIC COWS WE RAISE GO TO FEED PUBLIC SCHOOL CHILDREN IN CALIFORNIA  
*makes all the work worth it!*



Mindful Meats is Certified USDA Organic with MOCA (Marin Organic Certified Agriculture). Their commitment to the holistic approach to animal husbandry and land stewardship means the entire supply chain of Mindful Meats is organic, from everything that goes into the cow like pasture, feed, and mineral supplements, to the harvest process and handling of the beef. Increased access to clean, organic beef for public school lunches is at the heart of Mindful Meats' mission, and in the fall of 2015, Mindful Meats supplied all of Oakland Unified School District's 30 schools with their first meal. In 2016, they expanded to include the Pittsburg Unified School District, offering their beef at cost to fit budgets and answer their mission of increasing access to clean beef for growing children.

## COMPANY *snapshot*

- ✓ Certified Organic
- ✓ Small Business Enterprise
- ✓ Woman Owned
- ✓ Family Owned
- ✓ Available for Farm Tours
- ✓ Available for Speakers at Schools

Mindful Meats cows spend their entire lives grazing the sweet, floral grasses of Sonoma County in Northern California. They live full lives with over eighty-percent of their diet coming from pasture, the other twenty-percent balanced with organic silage, alfalfa, and grains. They're proud to say that their cows are sourced from some of the leading farmers in sustainable and humane dairy production.



Reach out today for more information about our partners!

(800) 540-0215

info@goldstarfoods.com





# local PARTNER profile



14322 Di Giorgio Road  
Arvin, CA 93203  
Kernridge.com

## CARROT CHAMPIONS for more than 50 years!

*Catering to our customers' produce needs allows us to prove our ongoing dedication to their success.*

Providing fresh produce to schools allows us a unique opportunity to support the development of healthy eating habits within the student populations across North America. The results of these efforts are children with longer, healthier lives that are lifelong consumers of fresh produce, benefiting from all of the attributes.



**“We provide fresh, top-quality product, 52 weeks a year with exceptional service and agility.”**

### COMPANY snapshot

- Certified Organic
- Certified Kosher
- Small Business Enterprise
- Produce Grower

### OUR OFFERINGS INCLUDE:

Conventional Carrots  
Cut & Peeled Baby Carrots  
Organic Carrots

Oranges  
Green Bell Peppers



Reach out today for more information about our partners!

(800) 540-0215

[info@goldstarfoods.com](mailto:info@goldstarfoods.com)





# local **PARTNER** profile

Herrera Farms  
C&J Fruit Packing  
C&J Cold Storage  
Del Rey, CA



A CHILD'S REACTION TO GOOD FRUIT IS

# priceless

Herrera Farms, C&J Fruit Packing, and C&J Cold Storage are family-owned and operated businesses. The "C&J" stands for Cecilia and Javier Herrera, a young couple who moved to California in search of a better life. Two years after their arrival, they welcomed their son Jose, followed by their daughters Araceli and Karina.

In 1990, they sold their few possessions, borrowed from relatives and friends, and purchased a 20-acre farm. Since then, they have expanded their operations, adding more acreage, a packing house, and most recently, a cold storage facility. Cecilia and Javier continue to manage the day-to-day operations alongside all three of their children, with hopes that their grandchildren will soon join the family business.

The Herrera family has many relatives and friends who work with children, fostering a close-knit, community-oriented environment. This strong sense of connection and care translates into the production of delicious fruits and vegetables.

## COMPANY *snapshot*

- ✓ Minority Owned
- ✓ Family Owned
- ✓ Grower, Packer, Shipper
- ✓ Global Cap Certificate
- ✓ Small Business
- ✓ Available for Speakers at Schools
- ✓ Available for Small Group Tours

The Herrera family has numerous relatives and friends who work with children, fostering a strong sense of connection to the youth. This closeness is reflected in the abundance of delicious fruits and vegetables they produce.

Peaches // Nectarines // Plums // Vegetables



Reach out today for more information about our partners!

(800) 540-0215

[info@goldstarfoods.com](mailto:info@goldstarfoods.com)





# GSF BY THE NUMBERS

Only **GOLD STAR FOODS** can reduce the complexities in your School Nutrition Program

There are numerous reasons Gold Star Foods is the largest School Nutrition Service Provider dedicated solely to K12.



**5,199+**

School Districts Supported



**11,000+**

K-12 Specific SKUs



**126**

CA School Districts Served  
Fresh Bread by Gold Star



**24**

States in which  
Gold Star Delivers



**17**

Years of Experience Procuring  
and Delivering Fresh Produce  
to School Districts



**8.5**

**MILLION**  
Meals Per Day



**\$450**  
**MILLION**

Annual USDA Entitlement



**1.5**

**BILLION**  
Lunches Served Annually



**795**

Average Daily Produce  
Deliveries



**1,822**

Schools Using Fresh Bread



**18,213+**

Sites Supported Every Week



**AM or PM**

Flexible Delivery Options  
Including Night Drops



## NATIONAL COVERAGE

Service Centers across the USA for full coverage, coast to coast.

## 47 YEARS' EXPERIENCE

Delivering to school districts.

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A GS Foods Group Company



GOLD STAR  
FOODS

# The Gold Star DIFFERENCE



**Only Gold Star Foods can reduce the complexities  
in your School Nutrition Program.**

Gold Star Foods is the largest K12 School Nutrition Service Provider dedicated solely to Schools. We understand your programs and deliver solutions to meet the demands of today. With over 47 years in the school food service business, we have designed a unique service system that:

- » Meets the growing complexities placed on school nutrition programs
- » Forms true partnerships with schools to help them exceed nutritional & student expectations
- » Achieves Program Compliance while providing a safe, valuable and reliable supply experience

## GOLDSTAR BY THE NUMBERS



**11,000+**  
K-12 Specific SKUs



**5,199+**  
School Districts Supported



**18,213+**  
Schools Supplied Every Week



**8.5**  
MILLION  
Meals Per Day



**795**  
Average Daily Produce Deliveries



**\$450**  
MILLION  
Annual USDA Entitlement

## PROGRAM COMPLIANCE

As a school-only service provider, Gold Star understands the unique needs of school districts and the growing demands placed on food and nutrition programs.

**WE PROUDLY SUPPORT SCHOOLS WITH ADMINISTRATIVE REVIEWS IN THESE AREAS:**

- 1 Food Safety
- 2 Nutrition Quality & Meal Pattern
- 3 Procurement
- 4 USDA Foods
- 5 Resource Management
- 6 Fresh Fruit & Vegetable Program

## GOLD STAR EXCELLENCE

As the standard of excellence in School Nutrition Food services, here are few of items that set us apart from the competition and fuel our passion. For a full list, reach out to one of our Customer Experience Specialists.

- » The Largest Service Provider in the nation dedicated solely to School Nutrition Food Services
- » Manages \$450M in entitlement dollars
- » Level 2 SQF Certification (highest for any School Nutrition Supply Chain Solutions Provider)
- » Unparalleled USDA Foods Program Management 
- » State of the art transportation network
  - OmniTracs – Transportation Management
  - DriveCams on all vehicles
- » Unmatched technology support
  - Online Ordering
  - USDA Foods Tracking
  - Electronic Data Transfers
  - Real-time entitlement tracking
  - Real-time tracking of bulk pounds

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# The Promise of a **SUSTAINABLE FUTURE**



Gold Star Foods is once again at the forefront of progress with our **GROWING FORWARD** initiative.

We created **Growing Forward** to support our partners' needs with sustainable solutions for food, logistics and product sourcing. Our plan currently includes actionable items for both **Farm to School** and **Good Food Procurement** categories that benefit everybody involved, and for generations to come.

## FARM TO SCHOOL

- » Sustainably Locally-Sourced Nutritious Meals
- » Community Connection with Local Farms from Small, Minority, Under-Served Farms, etc.
- » Meet the Farmer Opportunities
- » Mini-Farmers Market Opportunities

## GOOD FOOD PROCUREMENT

- » Local Economies
- » Environmental Sustainability
- » Valued Workforce
- » Animal Welfare
- » Community Health and Nutrition
- » Equity Accountability, and Transparency

## HOW WE CAN HELP

### FRONT-END SETUP

- » Local Products based on Zip Code
- » Women/Minority/Family Owned
  - » Small Business Enterprise
  - » Disability/Veteran Owned

### BACK-END REPORTING

- » Grant(s) Purchase History
- » Identify qualifying items
- » NAV Data Maintenance
- » Customer/Sales Support for all resources needed
- » Customer Grant Usage reports (Sustainability report)



## BRINGING SUSTAINABILITY TO LIFE

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

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

**Contact your School Nutrition Manager today, and let's Grow Forward together!**

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A GS Foods Group Company

# growing forward

Empowering Schools through Local Sourcing,  
Transparency, and Community Impact



# Empowering SCHOOLS, SUPPORTING FARMERS, AND BUILDING SUSTAINABLE SUPPLY CHAINS

Schools today face growing demands to meet local sourcing requirements, but many lack the resources and infrastructure to effectively connect with small, local producers.

## GROWING FORWARD BRIDGES THIS GAP.

Through Gold Star Foods' national supply network, Growing Forward creates a seamless link between local farmers and school kitchens, ensuring that fresh, locally grown food reaches students efficiently. Our proven system simplifies the complexities of local sourcing by managing:

- ✓ Vendor selection & vetting
- ✓ Food safety compliance
- ✓ Point of Origin reporting
- ✓ Reliable procurement and distribution

By leveraging the logistics of USDA programs, we integrate local producers and manufacturers into the national school food supply chain, ensuring that fresh, nutritious food makes it to students' plates—effortlessly.

With industry expertise, strong partnerships, and unmatched distribution capabilities, Gold Star Foods is committed to helping schools, farmers, and USDA programs thrive—together.

## Traceability & Local Sourcing

Gold Star's Growing Forward initiative bridges the gap between sustainable farming and school menus—creating farm-to-table partnerships, assisting schools with grants, and ensuring full supply-chain transparency.

### PROGRAM HIGHLIGHTS:

- » 70+ Local Farms & Small Businesses partnered through Growing Forward (GF) and expanding each year.
- » 16+ million lbs. of local California items sourced for schools in SY24–25 — with 5 million lbs. already achieved in SY25–26 and counting.
- » Online tools and reporting systems streamline grant tracking and compliance.
- » GF Quarterly Newsletter and Local Partner Profiles highlight community impact.
- » Comprehensive traceability system ensures accurate origin data and labeling across all categories.
- » Each inbound produce batch includes farm name, location, and production date, tracking every step from farm to final delivery.



### FARM TO SCHOOL ENGAGEMENT:

In SY24–25, Gold Star Foods hosted and participated in 24 Farm to School events—including mini markets, classroom visits, and farm-to-school celebrations—connecting students with local agriculture and promoting fresh, healthy, locally sourced foods. So far in SY25–26, 12 events have already been completed, continuing to strengthen these vital connections between farmers, students, and school nutrition programs.



# Local Geographic Preference

Gold Star's Local Sourcing Program provides districts with enhanced traceability—empowering them to track Point of Origin by Country, State, and ZIP Code, printed directly on invoices for transparency and compliance.

## CUSTOMER BENEFITS:

- » Ensures transparency and accountability
- » Simplifies grant and claim submissions with agencies such as CDE, CDFA, and USDA
- » Streamlines purchasing through detailed Sales Order visibility and automated tracking

**Invoice with Point of Origin**

Order #	City	Item #	Description
1	3	820184	PRODUCE SPINACH CLEANED 4/2 5# FRESH PRODUCE Point of Origin USACA93203
1	5	820187	PLUM RDBKPR 45-50VF 130# FRESH PRODUCE Point of Origin USACA93203
1	7	820188	CARROT BABY M 100/30Z FRESH PRODUCE Point of Origin USACA93203

**Point of Origin Report**

City	State	Zip	Code of Origin	Quantity
Yes	USACA	93203	490	
Yes	USACA	93203	491	
Yes	USACA	94952	000	

# Sustainability

Gold Star integrates sustainability into every aspect of our operations — from responsible sourcing to employee well-being and environmental stewardship.

## OUR SUSTAINABILITY COMMITMENT:

- » Servicing 28+ States nationwide, with the financial and logistical capacity to meet districts' sustained needs.
- » Strong foundation of Social Responsibility that values people, planet, and purpose.
- » Warehouse and Transportation teams represented through a mutually agreed Collective Bargaining Agreement, ensuring fair labor practices and employee well-being.
- » Supporting local communities through food donations to hunger-relief organizations, diverting surplus food from landfills while feeding families in need.
- » Expanding recycling and composting efforts across facilities to minimize environmental impact and enhance resource recovery.
- » All employees receive comprehensive benefits and a 401(k) match.

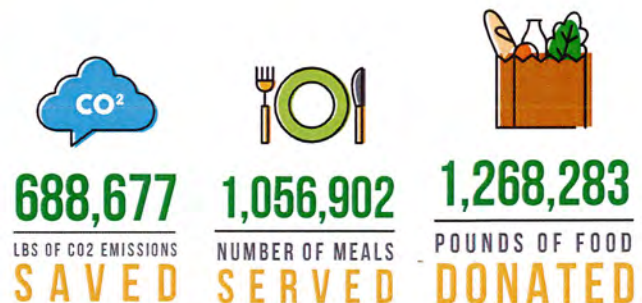
By partnering with Gold Star Foods, school districts benefit from a supply chain that:

- » Reduces food waste and environmental impact
- » Supports local communities with food donations
- » Contributes to measurable sustainability outcomes
- » Shows environmental responsibility to students

### SUSTAINABILITY IMPACT STATEMENT SY24/25

During the 2024–2025 school year, Gold Star Foods successfully diverted 1,268,282.64 pounds of food from landfills by donating it to community and hunger-relief organizations.

These efforts resulted in the conservation of approximately 578,336,884 gallons of water, while also reducing greenhouse gas emissions associated with food waste. Through our ongoing commitment to responsible sourcing and donation programs, Gold Star Foods helped provide 1,056,902.01 meals to individuals and families in need.



# Small & Diverse Business Partnerships

Gold Star proudly partners with Small, Local, Woman-Owned, Veteran-Owned, and Disadvantaged Businesses. Our approach supports diversity, equity, and economic resilience across all regions.

## COMMITMENT TO INCLUSION:

- » Expanding opportunities for Small, Local, Woman-Owned, Veteran-Owned, and Disadvantaged Businesses, suppliers
- » Building mutually beneficial partnerships that strengthen local economies
- » Promoting a resilient, equitable, and sustainable food system

<i>California</i> BUSINESS OWNERS 25-26SY YTD		<i>National</i> BUSINESS OWNERS 25-26SY YTD	
Small Businesses	43	Small Businesses	53
Minority/Social Disadvantage	31	Minority/Social Disadvantage	34
Women	16	Women	20
Veteran	5	Veteran	6
Family	47	Family	56
Local Partners	66	Local Partners	77

To learn more about Growing Forward and how you can become a part of the movement, reach out to your Sales Manager or Customer Experience Specialist today.

*Let's keep Growing Forward—together.*



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# Fresh Bread at it's finest

Only Gold Star Foods can reduce the complexities in your School Nutrition Program



## WE STAND BEHIND THE QUALITY OF OUR BREAD

### SUSTAINABLY SOURCED

Our mission is to ensure that we use sustainable flour as much as possible. We currently partner with over a dozen California farmers to source our Hard Red Winter Wheat.

### LOCALLY SOURCED

The Whole Grain Wheat used in Gold Star Breads is grown and milled in Central and Northern California: Glendale, CA (near downtown LA) for Southern California customers, and Hayward, CA for our Northern California customers.

### NUTRITIOUS BREAD

Gold Star branded fresh bread is made without high fructose corn syrup or glyphosate—just wholesome ingredients you can feel good about serving to students.



**26+**

Years of Experience Selling Fresh Bread to Schools



**162**

CA School Districts Served Fresh Bread by Gold Star



**2084**

Schools Using Fresh Bread from Gold Star Foods



**AM or PM**

Flexible Delivery Options including Night Drops

With over **16 UNIQUE BREAD ITEMS** available to order, Gold Star Foods' bread program is specifically designed to meet the nutritional guidelines of the National School Lunch Program.



"The Center for Good Food Purchasing is proud to support collaboration between school districts and their vendors like Gold Star Foods to strengthen and expand local sourcing relationships."

### THE School Nutrition Supply Chain™

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GOLD STAR FOODS



A GS Foods Group Company



# Fresh Bread at it's finest

Only Gold Star Foods can reduce the complexities in your School Nutrition Program



## Bringing California Wheat to Our Communities!

**Gold Star Foods' bread program is supported by multiple family-owned farms across California. These growers cultivate and mill wheat locally, ensuring a consistent, sustainable, and high-quality supply for schools. Larry Hunn with Hunn & Merwin, Inc. is one of these amazing partners.**



Pictures by Claudia Carter, California Wheat Commission

A 4th generation family farmer, Hunn continues a legacy rooted in generations of California wheat farming. His nearly 3,000-acre operation produces Hard Red Winter Wheat across Yolo and Sacramento Counties near Clarksburg, California. His wheat is milled locally and used in the fresh bread served to schools across the state. Beyond farming, Larry is a recognized leader and educator, sharing his

knowledge through school visits and the Wheat2School program through the California Wheat Commission.

Larry's work represents the broader community of California wheat growers who balance sustainability, tradition, and innovation to strengthen local food systems and provide wholesome products for school meals.



**"California wheat is grown with care, innovation, and sustainable practices that truly make a difference."**



GOLD STAR FOODS

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**THE School Nutrition Supply Chain™**

(800) 540-0215 | [goldstarfoods.com](http://goldstarfoods.com) | @goldstarfoods



A GS Foods Group Company

1025215

growing  
forward

local  
**PARTNER**  
profile

  
**SWEET  
VALLEY**  
PRODUCE INC.

4050 Jerry Collins Ave, Merced, CA 95341  
svproduceinc.com

# Fresh, local, and **DELICIOUS** **JICAMA**

We are excited to announce the launch of California-grown Jicama through our growing partner Sweet Valley Produce. This product is harvested and processed locally, ensuring exceptional freshness, quality, and consistency. Key Highlights include:

- » **LOCALLY GROWN** 100% California-sourced for maximum freshness.
- » **ENHANCED PROCESSING** Produced using advanced equipment for superior cut quality and yield.
- » **VERSATILE APPLICATIONS** Ideal for fresh snacking, salads, and healthy menu options.



**Gold Star Foods is the only school nutrition partner working directly with local farmers to bring you exciting new crops!**

We would love the opportunity to partner with you on this exclusive, farm-direct product. Please reach out to discuss availability, pricing, and potential programs tailored to your needs.

**Thank you for your continued partnership and support.**



**Let's grow forward together.**  
Reach out today for more information about our partners!

(800) 540-0215

[info@goldstarfoods.com](mailto:info@goldstarfoods.com)



A GS Foods Group  
Company

# Bean Pozole

Serving Size: 1.5 C Pozole // Yield: 7 servings

Crediting: 2 M/MA // 2 Grain // ½ C Starchy Veg



## BEAN POZOLE

1. In a large pot or steam kettle, heat the oil on medium heat.
2. Add the chopped onion and cook until tender, about 5 min.
3. Add the oregano and garlic. Cook for 1 min, stirring to prevent burning.
4. Add the beans and hominy and stir.
5. Add the vegetable broth.
6. Cover the pot and bring it to a boil.
7. Once boiling, reduce the heat to a simmer and simmer for 15 min.

## DRY PINTO BEANS SUBSTITUTION

Looking to use up your inventory of Dry Pinto Beans # 5010367? Here is how to cook them for this delicious recipe:

1. Add 2 cups dry pinto beans to a large pot and cover with cool water by 3 inches. Soak for at least 6 hours at room temp.

## SERVING INSTRUCTIONS

Hold pozole in the warmer at 140°F or above until meal service. To serve, portion 1 ½ cups into a bowl and top with optional desired toppings. Serve with 2 oz. eq. Grain corn tortilla chips.

## OPTIONAL TOPPINGS

Shredded cabbage, shredded iceberg lettuce, diced onion, fresh cilantro, sliced jalapeño, sliced radish, and/or lime wedges.

2. Drain beans and rinse well, discarding the soaking liquid.
3. Add rinsed and drained beans to a large pot, cover with cool water by 3".
4. Bring beans and water to a boil and then simmer for 2 hours or until beans are tender.

## NUTRITION FACTS\*

Calories	509.3 kcal
Total Fat	19.7 g
Saturated Fat	2.7 g
Trans Fat	0 g
Cholesterol	0 g
Sodium	870.6 mg
Total Carbohydrate	73.4 g
Dietary Fiber	12.2 g
Total Sugars	2.5 g
Added Sugars	0 g
Protein	11.3 g

## INGREDIENTS

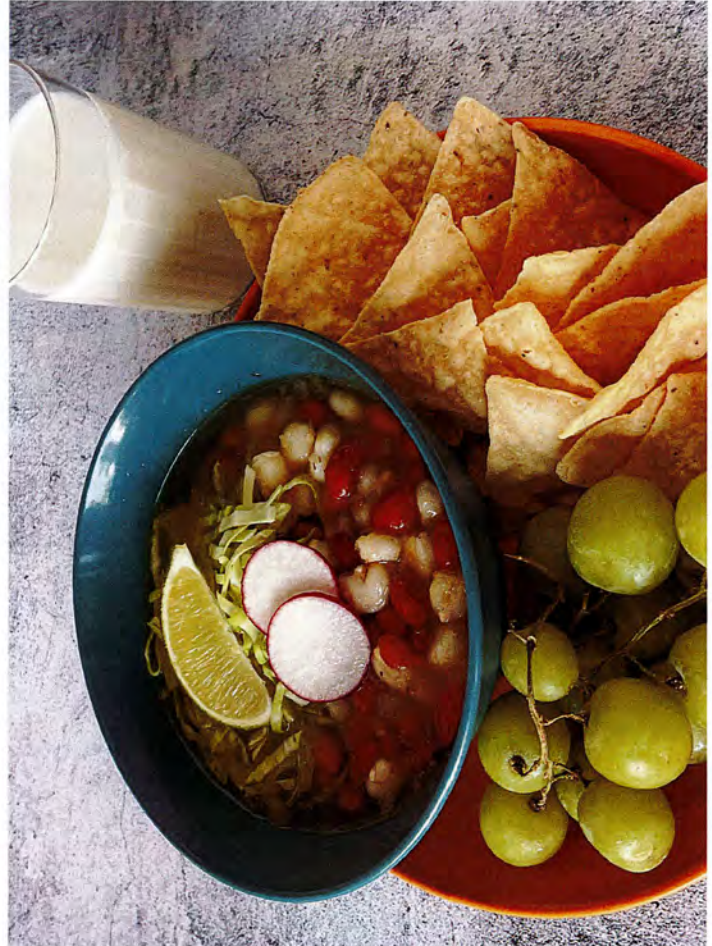
INGREDIENTS	QTY.	ITM #
Pinto Beans, Canned, Drained, Rinsed	3.5 C	500022
Hominy, Canned, Drained, Rinsed	3.5 C	
Vegetarian Broth, Low-Sodium	6 C	
Onion, Chopped	½ C	
Garlic, Minced	1 clove	
Oregano	¼ tsp	
Oil	2 tbsp	
Corn Tortilla Chips, Whole Grain	14 oz. eq. Grain	



GOLD STAR FOODS



\*Nutritionally reminders: A) Test this recipe in your cafeteria and make adjustments to this recipe as needed. B) Cooking times may vary depending on equipment, and C) Specific ingredients, allergen information, nutrition facts, and crediting information will vary based on the specific products used.





# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

## **Amendment No. 1**

(posted *March 17, 2026*)

### Invitation For Bid IFB #26-173NS **Grocery**

**To: ALL BIDDERS**

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;  
all other information remains the same.**

1. See Page 20

Amended From:

2. All deliveries shall occur during the hours specified in the following table. Overnight deliveries, or “Dark drops,” will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.

Amended To:

2. It is preferred that deliveries shall occur between the hours of 5:00 a.m. and 10:00 a.m. All deliveries must occur before 1:00 p.m. Pacific Time. The Center will generally receive delivery 2 days a week, but may require

deliveries 5 Days a week at time. Overnight deliveries, or “Dark drops,” will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday. Awarded vendors should work with the District to arrange for any alternative delivery schedule. Delivery schedules must align with District needs.

2. See Page 21-27

Amended From:

Tuesday AND Thursday in fourth Column of OUSD Delivery Table.

Amended To:

Tuesday OR Thursday in the fourth Column of OUSD Delivery Table.

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

\_\_\_\_\_  
Signature

March 26, 2026  
Date

John Cho, E.V.P. of Revenue Management  
Print Name and Title

Gold Star Foods, Inc.  
Print Company Name

Sincerely,

**Rosaura M. Altamirano**

*Senior Manager, Supply Chain & Logistics*

[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Procurement Service Department

900 High Street, Oakland, CA 94601, (510) 879-2990 ph.



# OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

## **INVITATION NOTICE** **INVITATION FOR BID (IFB)**

**FEBRUARY 20, 2026**

**To: Interested Organizations**

The Oakland Unified School District ("OUSD") ("District") is soliciting bids for the following:

**PROJECT:**

### **Invitation For Bid (IFB) 26-173NS** **GROCERY PRODUCTS**

**BACKGROUND:** This contract includes Grocery Products and Delivery for the OUSD K-12 Meal Program. Please note, this IFB does NOT include any USDA Commodity products or requirements for drawdown.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website <https://www.ousd.org> for more information about the District.

**BID INFORMATION:**

For more information about our IFB, please visit our [Procurement Webpage](#).

Sincerely,

**Rosaura M. Altamirano**

*Senior Manager, Supply Chain & Logistics*

[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Procurement Department

900 High Street, Oakland, CA 94601 (510) 879-2990 ph.

**Gold Star Foods, Inc.** *g*



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Invitation For Bid (IFB) #26-173NS**

**Grocery Products  
K-12 Meal Program For Nutrition Services**

**Oakland Unified School District  
900 High Street, 2nd Floor  
Oakland, CA 94601**

**Email: [procurement@ousd.org](mailto:procurement@ousd.org)**

**Phone: (510) 879-2990**

**Bids Due:  
MARCH 26, 2026 at 2:00PM PST**

THE TERMS AND CONDITIONS OF THIS IFB ARE GOVERNED BY  
THE APPLICABLE STATE AND FEDERAL LAWS.

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## IFB Schedule Of Events

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

DATE	ACTION
IFB Posting/First Advertisement:	February 20, 2026
Deadline for Questions:	March 11, 2026 @ 2:00 p.m. pst
Deadline for OUSD to issue addenda to IFB	March 19, 2026
<b>Proposal/Bid Submitted to District:</b>	<b>March 26, 2026 @ 2:00 p.m. pst</b>
Final Bid Award Notice:	April 17, 2026
Contract Start Date:	July 1, 2026

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement).\*\*

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

**Procurement Department**  
[procurement@ousd.org](mailto:procurement@ousd.org)

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

## Notice to Bidders

The Oakland Unified School District (“District”) is requesting submission of Bids from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision and delivery of Grocery Products (“Products”) to the District, as further described herein.

### General Information about the District

The District is located in Alameda County and has an estimated student enrollment of approximately 34,135 students for the 2025–2026 school year. The District has 85 delivery sites. The District is seeking Bids from qualified companies to procure and deliver products. This IFB defines the Program (as defined below), the products and the services that are being sought from the Bidders and generally outlines the Program requirements.

The District seeks to improve child nutrition by providing quality products, reducing the distance that food travels between producers and students, supporting labor law compliance along the supply chain, and supporting food production practices that have lower environmental impacts. As such, the District participates in the Good Food Purchasing Program (the “Program”).

The Program provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. Through the Program, the District will evaluate how its food purchasing practices align with each value category, as defined by criteria outlined in the Evaluation section below. The Good Food Procurement Resolution, adopted by The District in 2016, is included in this solicitation as a Reference Document [Attachment 14].

Any vendor that submits a bid in an effort to conduct business with this institution will commit to working with our staff in support of the Program by completing the Good Food Purchasing Vendor Pledge, [Attachment 15], and must submit required item-level data, [Attachment 15]. For a brief overview of the Program and data collection process, [please watch this short video](https://www.youtube.com/watch?v=MxBBhUUi0zs) (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>).

The District is committed to supporting California farmers and suppliers whenever possible. Bidders should be making an effort to procure and offer products utilizing local ingredients to schools and indicate these products on price lists and invoices. The District prefers locally produced products whenever possible.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

“Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, and Hispanics.”

The District is seeking to:

1. Ensure that students are receiving high quality Grocery products with the intentionality of health, wellness, nutrition-security, and nutrition-equity,
2. Purchase high quality Grocery products at the best possible price,
3. Offer more Grocery products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for HACCP protocols, forecasting, purchasing, receiving, storing, transporting, preparing and serving Grocery products,
5. Reduce last minute menu changes due to supplier substitutions,
6. Provide high quality alternative menu items to accommodate Special Dietary Meals,
7. Provide clean label products and reduce the usage of processed foods, eliminate usage of ultra-processed foods and artificial colors, preservatives, and stabilizers,
8. Partner with a Grocery vendor that will provide excellent customer service, timely resolution on any observed issues including but not limited to contract management, logistics, accounting, food safety.

## Bid Instructions and General Requirements

**Buy American Provision** – (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities at Oakland Unified School District to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports Oakland Unified School District working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food and Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, “substantially using agriculture commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by Oakland Unified School District.

For products procured by Oakland Unified School District for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines a food component as one of the food groups which comprises reimbursable meals. The food components are:

- Meats and meat alternates
- Grains
- Vegetables
- Fruits
- Fluid milk
- Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an Oakland Unified School District or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (<https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by Oakland Unified School District. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

Oakland Unified School District complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive \$1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non- domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2026–27, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

- (a) Price of the domestic food alternative substitute(s); and
- (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

- (a) Price of the domestic food product; and
- (b) Price of the non-domestic product that meets the required specification of the domestic product.

**Effective School Year 2026–27, the total cost of non-domestic food products purchased under this contract shall not exceed 10 percent of total commercial food purchases, per USDA regulations.**

**Bidder Questions Regarding this Invitation for Bid** – Any questions regarding this Request for Bids shall be emailed to the Oakland Unified Procurement Department at [procurement@ousd.org](mailto:procurement@ousd.org) prior to the **March 11, 2026 at 2:00pm pst** deadline.

**Deadline for Receipt of Bids** – Bids shall be emailed to the District, on or before the day and hour set for the opening of the Bids. If electronic submission is a factor, the District encourages hand delivery of the bid directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm pst. Any Bid received after the scheduled closing time in the Notice to Bidders shall be unopened. All unsigned Bids will be rejected. After the Bids are opened at the designated time, no commitment will be made at that time until all Bids are evaluated for pricing, specifications and other pertinent information.

**The IFB** – Mailed Bids will not be accepted. Unsigned Bids will not be accepted. FAX copies of Bids will not be accepted for formal advertised IFBs.

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

**All or Nothing Award Requirement** – "Bidders may bid on all items or any category/group of items listed on the Itemized Bid List. The District reserves the right to award this IFB to a single or multiple responsive and responsible bidder(s) by item, category, or in total, as determined to be in the best interest of the District.

SEE ATTACHED

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

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


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

**Mandatory Online Ordering Portal Demonstration** – The awarded Bidder must participate in a mandatory online ordering portal demonstration. The demonstration will include:

1. A demonstration of the Bidder's online ordering portal functionality
2. Demonstration of processes to allow the District to verify Bidder's actual costs
3. Demonstration of manufacturer price lists to confirm actual costs for cost-plus pricing formula
4. Demonstration will be scheduled individually with the awarded Bidder

**Acceptable Ordering Methods** – The Bidder must allow the District to place all orders through one or both of the following methods:

1. Via the Vendor's online ordering portal integrated with the District's Titan LINQ Nutrition Software account.
2. Via direct email from the District to the Vendor.

	<b>GOLD STAR FOODS</b>	<b>SQF 2.4</b> Food Safety System	<b>DOCUMENT # 2.4.3</b>
Document Title: <b>Food Safety Plan – HACCP Overview</b>		Revision Date:	<b>1/7/2026</b>
Department: <b>ALL Departments</b>		Revision #	<b>13</b>
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	<b>Page 1 of 6</b>

**Introduction to Gold Star Foods Inc.**

**STREET ADDRESS:**

1000 Vaughn Road  
Dixon, Ca 95620

**MAILING ADDRESS:**

1000 Vaughn Road  
Dixon, CA 95620

**FEDERAL I.D. NUMBER:**

26-1340567

**TELEPHONE:**

Toll Free.... (800) 540-0215  
Local..... (707) 679-5124

**FAX:**

Office.....(707) 678-7269

**HOURS:**

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

**Company Overview:**


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

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

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

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

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

	<b>GOLD STAR FOODS</b>	<b>SQF 2.4</b> Food Safety System	<b>DOCUMENT # 2.4.3</b>
Document Title: <b>Food Safety Plan – HACCP Overview</b>		Revision Date:	<b>1/7/2026</b>
Department: <b>ALL Departments</b>		Revision #	<b>13</b>
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	<b>Page 2 of 6</b>

**Plant Description:**


Gold Star Foods facility has 37 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 188,000 square feet.

- Freezer 52,000 SF
- Cooler 13,000 SF
- Cold Dock 27,000 SF
- Dry Dock 12,000 SF
- Dry Grocery Storage 72,000 SF
- Engine Room 2,600 SF
- Battery Charging area 3,600 SF
- Maintenance Area 2,400 SF
- Office 6,000 SF

**HACCP Leadership Team**

Name	Title	Responsibilities	Qualifications/Experience
Derrick Britton	EVP of Operations	HACCP Team Member (714) 270 - 3057	Over 30 years of Food Operations and Distribution
Pedro Osorio	Corporate Director of Occupational and Food Safety Corporate Safety/HACCP Director	HACCP Team Leader SQF Practitioner (323) 496-7280	SQF Practitioner trained HACCP certified
Octavio Salazar	VP, Center of Excellence	HACCP Team Member (909) 437-9513	HACCP Trained
Hugo Jimenez	Corporate VP, Supply Chain West	HACCP Team Member (323) 373-6241	Over 30 years of Food Operations and Distribution
Danny Garcia	Director of Operations – Ontario	HACCP Team Member (562) 301-8541	17 years Food Operations and Distribution experience.
Jaime Anguiano	Corporate Manager Occupational & Food Safety	HACCP Team Member (909) 806 - 9295	HACCP Trained

	GOLD STAR FOODS	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
Document Title: <b>Food Safety Plan – HACCP Overview</b>		Revision Date:	<b>1/7/2026</b>
Department: <b>ALL Departments</b>		Revision #	<b>13</b>
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Daniel Torres	Regional Inventory Control - Manager Dixon	HACCP Team Member (909) 268-3091	HACCP Trained
Karen Rosales	VP of Merchandising	HACCP Team Member (626) 428-9340	HACCP Trained
Cody Hall	Warehouse Manager Dixon	HACCP Team Member (707) 679-5130	HACCP Trained
Felipe Pineda	Director of Operations Dixon	HACCP Team Member (916) 240-5587	Over 30 years of Food Operations and Distribution
Richie Cabrera	Inventory Control Manager	HACCP Team Member (909) 268-3091	HACCP Trained

## Introduction to HACCP

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


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

The benefits of the HACCP system are as follows:

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

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

The HACCP Team has defined the Scope of this analysis to begin with the receiving of ingredients and packaging to the shipment of the finished product to the customers, considering all possible Microbiological, Chemical, Physical and Intentional hazards


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which could occur during this process. The HACCP team will also take into consideration all potential hazards from the Country of Origin of all sourced products.

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

### Definitions

<b>TERM</b>	<b>DEFINITION</b>
Critical Control Point (CCP)	A step at which control can be applied and is essential to prevent or eliminate a food safety hazard or reduce it to an acceptable level.
Pre- Requisite Programs	Practices and procedures forming the basis of preventable actions: <ul style="list-style-type: none"> <li>▪ Receiving, Storage &amp; Transport</li> <li>▪ Approved Supplier Program</li> <li>▪ Calibration &amp; Maintenance</li> <li>▪ Cleaning &amp; Sanitation</li> <li>▪ Pest Management</li> <li>▪ Staff Training</li> <li>▪ Personnel Practices</li> <li>▪ Product Identification, Traceability &amp; Recall</li> <li>▪ Premises (buildings &amp; site)</li> <li>▪ Complaint Management</li> <li>▪ Allergen Control</li> </ul>
Hazard Analysis	A tabulated record of all Hazards that affect or have the potential to affect the safety of the products under analysis.
HACCP 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.

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	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

	GOLD STAR FOODS	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
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<b>Revision History</b>			
Rev #	Issue Revision Date	Revised By	Reason for Revision
1	01/11/16	Pedro Osorio	New
2	02/26/16	Wayne Warner	Update to SQF 7.2 Quality manual
3	03/18/16	Pedro Osorio	Updated HACCP team
4	12/28/16	Pedro Osorio	Removed Marc Jimenez
5	5/1/2017	Pedro Osorio	Added Joe Villarreal, removed Larry Noble
6	3/14/2018	Jaime Anguiano	Added Tim Christoni, removed Joe Villarreal, Added Mike Lapacka removed Erick Osorio
7	1/8/2019	Jaime Anguiano	Added Les Wong and Bob Miles updated plant description
8	11/1/2020	Mike Lapacka	Update document Title to Food Safety Plan
9	03/11/2021	Jaime Anguiano	Added Alfredo Hernandez, Robert Avery, & Ben Chapman
10	6/2/2022	Mike Lapacka	Updated HACCP Leadership Team
11	2/15/2023	Jaime Anguiano	Updated HACCP Leadership Team
12	02/20/2024	Jaime Anguiano	Updated HACCP Leadership Team
13	01/07/2025	Jaime Anguiano	Updated HACCP Leadership Team

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
Distribution of Food Ingredients, Finished Products and Chemicals

Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Frequency	Records	Corrective Actions	Responsibility	Verification
<b>Purchasing</b>	B- Microbiological contamination during process at the source of origin	Ingredients and finished goods are purchased on behalf of our customers based on regulatory requirements for the vendor and/or products	NO	Purchase from only suppliers approved by our customers who meet guidelines for U.S.D.A. National School Lunch Program (NSLP)	Each new vendor and annual review	Approved Vendor Register Intended Use Product List	Do not approve vendor or ingredient/packaging until risk analysis is completed	Strategic Sourcing Manager	Director of safety HACCP
	P- Foreign Objects	Suppliers will be evaluated on an on-going basis for product quality and adherence to specifications.	NO	Vendor must be in compliance with specification.	Each new vendor and annual review	Vendor Complaint Register	Increase inspection and oversight of vendor if foreign materials are found. Discontinue use of vendor if non-compliance continues.	Strategic Sourcing Manager	Director of safety HACCP
	C- Allergens	Vendors must complete allergen questionnaire and provide proof of an adequate allergen control program.	NO	Vendor must complete allergen questionnaire and submit written allergen program and/or proof of an allergen program verified by a 3rd Party audit.	Each new vendor and annual review	3rd Party Inspection Certificate and or/ Inspection Findings, Vendor Security Questionnaire	Do not approve or discontinue use of vendor if allergen control plan is found not to be adequate	Strategic Sourcing Manager	Director of safety HACCP
<b>Receiving Foodservice Cleaning Supplies</b>	S - Intentional product tampering at source.	Vendors must complete security questionnaire and provide proof of an adequate food defense program.	NO	Vendor must submit written food defense program and/or proof of a food defense program verified by a 3rd Party audit.	Each new vendor and annual review	3rd Party Inspection Certificate and or/ Inspection Findings, Vendor Security Questionnaire	Do not approve or discontinue use of vendor if food defense plan is found not to be adequate	Strategic Sourcing Manager	Director of safety HACCP
	C- Uncontrolled Chemicals	Visual inspection of delivery vehicle and receiving area.	NO	All chemicals must be received sealed with no signs of spillage or damage *We sometimes receive foodservice janitorial supplies with food ingredients based on our distribution model.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if signs of spillage and/or open/damaged containers are observed.	Trained Receiving Personnel	Director of safety HACCP
	S - Intentional product tampering or sabotage during shipping, transport or delivery.	Security of exterior premise - fencing and locked gate requiring appointment and clearance  Continuous monitoring of receiving areas with security camera system	NO	All delivery vehicles must check in at arrival and security gate is only opened after check in approval  Receiving areas are required to be monitored at all times	Each delivery	Delivery Log PO and Appointment Log	Deliveries without scheduled appointment or proper security clearance will not be allowed to enter secured grounds.  Safety officer reviews security camera recording footage when required if security breach occurs or is suspected. Food Defense Team reviews all known threats	Trained receiving office staff	Director of safety HACCP
			NO		Each delivery	Security Incident Report		Facilities/Safety/HACCP Manager	Director of safety HACCP

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Revised 3/8/21  
 Supersedes 1/11/16  
 Reviewed no changes 1/05/2026

	Visual inspection of product.	NO	Chemicals are inspected for tampering or damages at time of receiving.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Products with compromised direct packaging are rejected. Compromised and/or damaged shipping containers are accepted, isolated and placed on hold pending investigation.	Trained Receiving Personnel	Director of safety HACCP
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2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
Distribution of Food Ingredients, Finished Products and Chemicals

Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Frequency	Records	Corrective Actions	Responsibility	verification
Receiving Dry Ingredients and Liquids	B- Microbiological contamination during shipping and transport	Visual inspection of delivery vehicle.	NO	No evidence of poor sanitation conditions.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if poor sanitation is observed.	Trained Receiving Personnel	Director of safety HACCP
		Visual inspection of product.	NO	No opened or torn containers.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Products with compromised direct packaging are rejected. Compromised and/or damaged shipping containers are accepted, isolated and placed on hold	Trained Receiving Personnel	Director of safety HACCP
	Delivery vehicle and products are visually inspected for signs of droppings and infestation	NO	No evidence of infestation.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if droppings or infestation is observed.	Trained Receiving Personnel	Director of safety HACCP	
C- Foreign Objects	Visual inspection of product.	Visual inspection of product.	NO	No opened or torn containers.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Open containers are rejected. Damaged materials are accepted, isolated and placed on hold.	Trained Receiving Personnel	Director of safety HACCP
		Visual inspection of delivery vehicle and receiving area.	NO	All chemicals must be received sealed with no signs of spillage or damage *We sometimes receive foodservice janitorial supplies with food ingredients based on our distribution model.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if signs of spillage and/or open/damaged containers are observed.	Trained Receiving Personnel	Director of safety HACCP
C- Allergens	Visual inspection of product.	Visual inspection of product.	NO	Product labels must be present on all products.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject products if labeling is not present.	Trained Receiving Personnel	Director of safety HACCP
		Security of exterior premise - fencing and locked gate requiring appointment and clearance	NO	All delivery vehicles must check in at arrival and security gate is only opened after check in approval	Each delivery	Delivery Log PO and Appointment	Deliveries without scheduled appointment or proper security clearance will not be allowed to enter secured grounds.	Trained receiving office staff	Director of safety HACCP
S - Intentional product tampering or sabotage during shipping and transport.	Observation of truck door security	Security of exterior premise - fencing and locked gate requiring appointment and clearance	NO	All trucks are required to be locked and/or sealed at time of delivery. Receiving personnel must observe the driver unlocking the cargo door.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if seal has been broken or truck was opened without direct observation	Trained Receiving Personnel	Director of safety HACCP
		Continuous monitoring of receiving areas with security camera system	NO	Receiving areas are required to be monitored at all times	Each delivery	Security Incident Report	Safety officer reviews security camera recording footage when required if security breach occurs or is suspected. Food Defense Team reviews all known threats	Facilities/Safety/HACCP Manager	Director of safety HACCP

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2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

Revised 3/8/21  
 Supersedes 1/11/16  
 Reviewed no changes 1/05/2026

	Visual inspection of product.	NO	All ingredients are inspected for tampering or damages at time of receiving.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Products with compromised direct packaging are rejected. Compromised and/or damaged shipping containers are accepted, isolated and placed on hold pending investigation.	Trained Receiving Personnel	Director of safety HACCP
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2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
Distribution of Food Ingredients, Finished Products and Chemicals

Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Frequency	Records	Corrective Actions	Responsibility	verification
Receiving Chilled/ Frozen Ingredients	B- Microbiological contamination during shipping and transport	Visual inspection of delivery vehicle.	NO	No evidence of poor sanitation conditions.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if poor sanitation is observed.	Trained Receiving Personnel	Director of safety HACCP
		Visual inspection of product.	NO	No opened or torn containers.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Products with compromised direct packaging are rejected. Compromised and/or damaged shipping containers are accepted, isolated and placed on hold	Trained Receiving Personnel	Director of safety HACCP
	B- Temperature abuse of TCS products during shipping and transport	Monitor temperature of TCS products at time of receiving	NO	Chilled TCS Products = $\leq$ 41 degrees F Frozen Ingredients = $\leq$ 0 degrees F	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject any TCS products exceeding temperature requirements.	Trained Receiving Personnel	Director of safety HACCP
	B- Pest Infestation	Delivery vehicle and products are visually inspected for signs of droppings and infestation	NO	No evidence of infestation.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if droppings or infestation is observed.	Trained Receiving Personnel	Director of safety HACCP
	P- Foreign Objects	Visual inspection of product.	NO	No opened or torn containers.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Open containers are rejected. Damaged materials are accepted, isolated and placed on hold.	Trained Receiving Personnel	Director of safety HACCP
	C- Uncontrolled Chemicals	Visual inspection of delivery vehicle and receiving area.	NO	All chemicals must be received sealed with no signs of spillage or damage *We sometimes receive foodservice janitorial supplies with food ingredients based on our distribution model.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if signs of spillage and/or open/damaged containers are observed.	Trained Receiving Personnel	Director of safety HACCP
	C- Allergens	Visual inspection of product.	NO	Product labels must be present on all products.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject products if labeling is not present.	Trained Receiving Personnel	Director of safety HACCP
	S- Intentional product tampering or sabotage during shipping and transport.	Security of exterior premise - fencing and locked gate requiring appointment and clearance	NO	All delivery vehicles must check in at arrival and security gate is only opened after check in approval	Each delivery	Delivery Log PO and Appointment Log	Deliveries without scheduled appointment or proper security clearance will not be allowed to enter secured grounds.	Trained receiving office staff	Director of safety HACCP

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

	Observation of truck door security	NO	All trucks are required to be locked and/or sealed at time of delivery. Receiving personnel must observe the driver unlocking the cargo door.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if seal has been broken or truck was opened without direct observation	Trained Receiving Personnel	Director of safety HACCP
	Continuous monitoring of receiving areas with security camera system	NO	Receiving areas are required to be monitored at all times	Each delivery	Security Incident Report	Safety officer reviews security camera recording footage when required if security breach occurs or is suspected. Food Defense Team reviews all known threats	Facilities/Safety/HACCP Manager	Director of safety HACCP
	Visual inspection of product.	NO	All ingredients are inspected for tampering or damages at time of receiving.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Products with compromised direct packaging are rejected. Compromised and/or damaged shipping containers are accepted, isolated and placed on hold pending investigation.	Trained Receiving Personnel	

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
Distribution of Food Ingredients, Finished Products and Chemicals

Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Frequency	Records	Corrective Actions	Responsibility	verification
Receiving Packaging	B- Microbiological contamination during shipping and transport	Visual inspection of delivery vehicle.	NO	No evidence of poor sanitation conditions.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if poor sanitation is observed.	Trained Receiving Personnel	Director of safety HACCP
		Visual inspection of product.	NO	All packaging is inspected for tampering or damages at time of receiving.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Products with compromised direct and/or damaged shipping containers are accepted, isolated and placed on hold pending investigation.	Trained Receiving Personnel	Director of safety HACCP
	B- Pest Infestation	Delivery vehicle and products are visually inspected for signs of droppings and infestation	NO	No evidence of infestation.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment	Trained Receiving Personnel	Director of safety HACCP
	P- Foreign Objects	Visual inspection of product.	NO	No opened or torn containers.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Open packaging is rejected. Damaged materials are accepted, isolated and placed on hold.	Trained Receiving Personnel	Director of safety HACCP
	C- Uncontrolled Chemicals	Visual inspection of delivery vehicle and receiving area.	NO	All chemicals must be received sealed with no signs of spillage or damage *We sometimes receive foodservice janitorial supplies with food ingredients based on our distribution model.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if signs of spillage and/or open/damaged containers are observed.	Trained Receiving Personnel	Director of safety HACCP
S - Intentional product tampering or sabotage during shipping and transport.		Security of exterior premise - fencing and locked gate requiring appointment and clearance	NO	All delivery vehicles must check in at arrival and security gate is only opened after check in approval	Each delivery	Delivery Log PO and Appointment Log	Deliveries without scheduled appointment or proper security clearance will not be allowed to enter secured grounds.	Trained receiving office staff	Director of safety HACCP
		Observation of truck door security	NO	All trucks are required to be locked and/or sealed at time of delivery. Receiving personnel must observe the driver unlocking the cargo door.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Reject shipment if seal has been broken or truck was opened without direct observation	Trained Receiving Personnel	Director of safety HACCP
		Continuous monitoring of receiving areas with security camera system	NO	Receiving areas are required to be monitored at all times	Each delivery	Security Incident Report	Safety officer reviews security camera recording footage when required if security breach occurs or is suspected. Food Defense Team reviews all known threats	Facilities/Safety/HACCP Manager	Director of safety HACCP

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

	Visual inspection of product.	NO	All packaging is inspected for tampering or damages at time of receiving.	Each delivery	Receiving Inspection Report Corrective Action Report (if applicable)	Products with compromised direct packaging are rejected. Compromised and/or damaged shipping containers are accepted, isolated and placed on hold pending investigation.	Trained Receiving Personnel	Director of safety HACCP

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Frequency	Records	Corrective Actions	Responsibility	verification
Storage Dry Ingredients and Liquids	B- Pest Infestation	Visual inspection of interior and exterior traps by 3rd Party Pest Control Company	NO	No significant evidence of infestation.	Bi-weekly	3rd Party Pest Control Inspection Report Corrective Action Report	Increase inspection and or quantity of devices. Follow pest control technician's recommendations in agreed upon time frame. Dispose of any affected products.	3rd Party PCO SQF Practitioner	Director of safety HACCP
	P- Glass/ Brittle Plastic	Visual inspection of storage area lights and other glass/brittle plastic in area.	NO	No missing or broken glass/brittle plastic. All lights have protective coverings.	Monthly	Monthly Glass and Brittle Plastic Inspection Report Corrective Action Report (if applicable)	Missing or broken glass/plastic is replaced or repaired. Product is moved out of area if required.	Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	P-Dust	Visual inspection of product.	NO	No opened or torn containers observed.	Daily Monthly	Monthly Internal Audit Report Corrective Action Report (if applicable)	Open containers are inspected and resealed. Cause of deviation will be investigated. Damaged containers are isolated and placed on hold.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	C- Uncontrolled Chemicals	Visual observation of chemicals in storage areas	NO	Chemicals must be stored on separate pallets from food products. No signs of damage or spillage.	Daily Monthly	Monthly Internal Audit Report Corrective Action Report (if applicable)	If improper storage is identified, the issue will be corrected. Cause of deviation will be investigated. Damaged containers are isolated and placed on hold.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	C- Allergens	Visual observation of allergen storage.	NO	Allergens must not be stored on mixed pallets. No storage of peanuts with non-peanut product groups.	Daily Monthly	Monthly Internal Audit Report Corrective Action Report (if applicable)	Products not stored correctly will be relocated to proper storage. Cause will be investigated.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
S - Intentional product tampering or sabotage during storage.	Visual inspection of product.	Continuous monitoring of storage areas with security camera system	NO	Storage areas are required to be monitored at all times	Continuous	Security Incident Report	Safety officer reviews security camera recording footage when required if security breach occurs or is suspected. Food Defense Team reviews all known threats	Facilities/Safety/ HACCP Manager	Director of safety HACCP
			NO	Ingredients are inspected for tampering during daily walk-through and monthly audits.	Daily Monthly	Monthly Internal Audit Report Security Incident Report (if applicable)	Safety officer reviews security camera recording footage if tampering is suspected. Product is isolated during investigation.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP

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Distribution of Food Ingredients, Finished Products and Chemicals

Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Frequency	Records	Corrective Actions	Responsibility	verification
Storage Chilled/ Frozen Ingredients	B- Pest infestation	Visual inspection of interior and exterior traps by 3rd Party Pest Control Company	NO	No significant evidence of infestation.	Bi-weekly	3rd Party Pest Control Inspection Report Corrective Action Report	Increase inspection and or quantity of devices. Follow pest control technician's recommendations in agreed upon time frame. Dispose of any affected products.	3rd Party PCO SQF Practitioner	Director of safety HACCP
	B - Temperature abuse of TCS food products	Continuous monitoring of temperatures of coolers and freezers holding TCS food products	NO	Coolers TCS Products = $\leq$ 41 degrees F Freezer TCS Products = $\leq$ 0 degrees F	Weekly	Continuous Monitoring Report from system-printed and reviewed weekly	Monitor product temperatures of TCS foods. Dispose of all products that are above temperature limits for 4 hours or more.	Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
		Verification of wall thermometer temperatures	NO	Coolers TCS Products = $\leq$ 41 degrees F Freezer TCS Products = $\leq$ 0 degrees F	2 times/daily	Daily Refrigerated Temperature Monitoring Log	Monitor product temperatures of TCS foods. Dispose of all products that are above temperature limits for 4 hours or more.	Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	P- Glass/ Brittle Plastic	Visual inspection of storage area lights and other glass/brittle plastic in area.	NO	No missing or broken glass/brittle plastic. All lights have protective coverings.	Monthly	Monthly Glass and Brittle Plastic Inspection Report Corrective Action Report (if applicable)	Missing or broken glass/plastic is replaced or repaired. Product is moved out of area if required.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	P-Dust	Visual inspection of product.	NO	No opened or torn containers.	Daily Monthly	Monthly Internal Audit Report Corrective Action Report (if applicable)	Open or damaged containers are isolated and placed on hold.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	C- Uncontrolled Chemicals	Visual observation of chemicals in storage areas	NO	Chemicals must be stored on separate pallets from food products. No signs of damage or spillage.	Daily Monthly	Monthly Internal Audit Report Corrective Action Report (if applicable)	If improper storage is identified, the issue will be corrected. Cause of deviation will be investigated. Damaged containers are isolated and placed on hold.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	C- Allergens	Visual observation of allergen storage.	NO	Allergens must not be stored on mixed pallets. No storage of peanuts with non-peanut product groups.	Daily Monthly	Monthly Internal Audit Report Corrective Action Report (if applicable)	Products not stored correctly will be relocated to proper storage. Cause will be investigated.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	S - Intentional product tampering or sabotage during storage.	Continuous monitoring of storage areas with security camera system Outside coolers/freezers are locked at all times when not in use	NO	All storage areas are required to be monitored at all times	Continuous	Security Incident Report	Safety officer reviews security camera recording footage when required if security breach occurs or is suspected. Food Defense Team reviews all known threats	Facilities/Safety/ HACCP Manager	Director of safety HACCP

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2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

Revised 3/8/21  
 Supersedes 1/11/16  
 Reviewed no changes 1/05/2026

	Visual inspection of product.	NO	Ingredients are inspected for tampering during walk-through and monthly audits.	Daily Monthly	Monthly Internal Audit Report Security Incident Report (if applicable)	Safety officer reviews security camera recording footage if tampering is suspected. Product is isolated during investigation.	Facilities/Safety/ HACCP Manager	
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2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
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Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Frequency	Records	Corrective Actions	Responsibility	verification
Storage Packaging (Poly Bags and Boxes for Re-pack	B- Pest Infestation	Bi-weekly visual inspection of interior and exterior traps by 3rd Party Pest Control Company	NO	No significant evidence of infestation.	Bi-weekly	3rd Party Pest Control Inspection Report Corrective Action Report	Increase inspection and or quantity of devices. Follow pest control technician's recommendations in agreed upon time frame. Dispose of any affected products.	3rd Party PCO SQF Practitioner	Director of safety HACCP
	P- Glass/ Brittle Plastic	Visual inspection of storage area lights and other glass/brittle plastic in area.	NO	No missing or broken glass/brittle plastic. All lights have protective coverings.	Weekly	Monthly Glass and Brittle Plastic Inspection Report Corrective Action Report (if applicable)	Missing or broken glass/plastic is replaced or repaired. Product is moved out of area if required.	Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	P-Dust	Visual inspection of product.	NO	No opened or torn containers.	Monthly	Monthly Internal Audit Report Corrective Action Report (if applicable)	Open, uncovered or damaged packaging is isolated and placed on hold.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	C- Uncontrolled Chemicals	Visual observation of chemicals in storage areas	NO	Chemicals must be stored on separate pallets from food products. No signs of damage or spillage.	Monthly	Monthly Internal Audit Report Corrective Action Report (if applicable)	If improper storage is identified, the issue will be corrected. Cause of deviation will be investigated. Damaged containers are isolated and placed on hold.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	S - Intentional product tampering or sabotage during storage.	Continuous monitoring of storage areas with security camera system Outside coolers/freezers are locked at all times when not in use	NO	All storage areas are required to be monitored at all times	Continuous	Security Incident Report	Safety officer reviews security camera recording footage when required if security breach occurs or is suspected. Food Defense Team reviews all known threats	Facilities/Safety/ HACCP Manager	Director of safety HACCP
		Visual inspection of product.	NO	Packaging is inspected for tampering during walk-through and monthly audits.	Daily Monthly	Monthly Internal Audit Report Security Incident Report (if applicable)	Safety officer reviews security camera recording footage if tampering is suspected.	Facilities/Safety/ HACCP Manager	Director of safety HACCP

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Frequency	Records	Corrective Actions	Responsibility	verification
Storage Foodservice Cleaning Supplies	C- Uncontrolled Chemicals	Visual observation of chemicals in storage areas	NO	Chemicals must be stored on separate pallets from food products. No signs of damage or spillage.	Daily Monthly	Monthly Internal Audit Report Corrective Action Report (if applicable)	If improper storage is identified, the issue will be corrected. Cause of deviation will be investigated. Damaged containers are isolated and placed on hold.	Warehouse Leads/Supervisors Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
	S- Intentional product tampering or sabotage during shipping and transport.	Continuous monitoring of receiving areas with security camera system	NO	Receiving areas are required to be monitored at all times	Continuous	Security Incident Report	Safety officer reviews security camera recording footage when required if security breach occurs or is suspected. Food Defense Team reviews all known threats	Facilities/Safety/ HACCP Manager	Director of safety HACCP
Process Step		Visual inspection of product.	NO	Chemicals are inspected for tampering or damages at time of receiving.	Daily Monthly	Receiving Inspection Report Corrective Action Report (if applicable)	Open packaging is rejected. Damaged materials are accepted, isolated and placed on hold.	Trained Receiving Personnel	Director of safety HACCP
		<b>Preventative Controls</b>	<b>CCP</b>	<b>Control Limits</b>	<b>Frequency</b>	<b>Records</b>	<b>Corrective Actions</b>	<b>Responsibility</b>	<b>Director of safety HACCP</b>
Repack of Produce Items	B- Flying Insects	Visual inspection of interior Sticky Traps by 3rd Party Pest Control Company. Visual observation of areas during production.	NO	No significant evidence of infestation.	Bi-weekly	3rd Party Pest Control Inspection Report Corrective Action Report	Stop production if flying insects are observed on equipment and/or product. Increase frequency of inspection based on risk. Follow pest control technician's recommendations in agreed upon time	3rd Party PCO SQF Practitioner	Director of safety HACCP
	B - Microbial contamination from employees	Employees are trained in Good Manufacturing Practices  Employee adherence to GMPs are monitored.	NO	Employees cannot start work until GMP Training has been completed	Upon hire and annually thereafter	Employee Training Records	No exceptions	Facilities/Safety/ HACCP Manager	Director of safety HACCP
B - Microbial contamination from equipment		Equipment, work utensils and containers are inspected for sanitary conditions prior to use.	NO	Equipment cannot be used until passed by inspector.	Daily on repacking days	Pre-Operational and Operational Sanitation Report Monthly Internal Audit Report	Employee will be re-trained on first occurrence. Disciplinary action will occur on 2nd violation.	Repack Lead/ Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP
		Visual inspection of storage area lights and other glass/brittle plastic in area.	NO	No missing or broken glass/brittle plastic. All lights have protective coverings.	Daily on repacking days Monthly	Pre-Operational and Operational Sanitation Report Corrective Action Report (if applicable) Monthly Glass and Brittle Plastic Inspection Report Corrective Action Report (if applicable)	Equipment found to be dirty will be re-cleaned and re-inspected prior to use	QC Technician	Director of safety HACCP
			NO				Missing or broken glass/plastic is replaced or repaired. Product is moved out of area if required.	Facilities/Safety/ HACCP Manager or trained alternate	Director of safety HACCP

Gold Star Foods - Dixon  
 1000 Vaughn RD  
 Dixon, CA 95620

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

Revised 3/8/21  
 Supersedes 1/11/16  
 Reviewed no changes 1/05/2026

S - Intentional product tampering or sabotage during scaling process.	Continuous monitoring of re-pack area with security camera system	NO	All areas are required to be monitored at all times	Continuous	Security Incident Report	Safety officer reviews security camera recording footage when required if tampering is suspected.	Facilities/Safety/HACCP Manager	Director of safety HACCP
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2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
Distribution of Food Ingredients, Finished Products and Chemicals

Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Each shipment	Records	Corrective Actions	Responsibility	verification
Loading of Out-going Trucks	B- Microbiological contamination during shipping and transport	Visual inspection of shipping trailer.	NO	No evidence of poor sanitation conditions.	Each shipment	Outbound Checklist Corrective Action Report (if applicable)	Do not load trailer if poor sanitation is observed.	Training Shipping Personnel	Director of safety HACCP
	B- Temperature abuse during shipping and transport	Visual inspection of product.	NO	No opened or torn containers.	Each shipment	Outbound Checklist Corrective Action Report (if applicable)	Open containers are rejected. Damaged finished goods are isolated and placed on hold to be inspected.	Training Shipping Personnel	Director of safety HACCP
	B- Pest Infestation	Monitor actual temperature of trailer at time of loading	NO	Actual temperature must be = <41 degrees F Product must be staged in zones per loading instructions.	Each shipment	Outbound Checklist Corrective Action Report (if applicable)	Do not load any vehicle exceeding temperature requirements.	Training Shipping Personnel	Director of safety HACCP
	C- Uncontrolled Chemicals	Shipping trailer is visibly inspected for holes, signs of droppings and infestation	NO	No evidence of infestation.	Each shipment	Outbound Checklist Corrective Action Report (if applicable)	Do not load trailer if infestation is observed.	Training Shipping Personnel	Director of safety HACCP
S - Intentional product tampering or sabotage during shipping and transport.	C- Allergens	Visual inspection of delivery vehicle and receiving area.	NO	All chemicals must be sealed with no signs of spillage or damage at time of shipping. *We sometimes ship foodservice janitorial supplies with food ingredients based on our distribution model.	Each shipment	Outbound Checklist Corrective Action Report (if applicable)	Do not load if signs of spillage and/or open/damaged containers are observed.	Training Shipping Personnel	Director of safety HACCP
		Visual inspection of product.	NO	Product labels must be present on all cases and/or containers.	Each shipment	Outbound Checklist Corrective Action Report (if applicable)	Reject products if labeling is not evident.	Training Shipping Personnel	Director of safety HACCP
		Security of exterior premise - fencing and locked gate requiring appointment and clearance	NO	All shipping vehicles are operated by company employees who have been cleared to enter premises with a key card. All company drivers must pass a background check for criminal activity and driving record prior to hire.	Each shipment	Delivery Log PO and Appointment Log	Employee will not be hired or allowed to work if they fail background check.	Trained receiving office staff	Director of safety HACCP
S - Intentional product tampering or sabotage during shipping and transport.		Observation of truck door security	NO	All trucks are required to be locked and/or sealed at time of shipment. Shipping personnel must observe the driver locking the cargo door.	Each shipment	Outbound Checklist Corrective Action Report (if applicable)	Truck cannot leave until sealed/locked with direct observation	Training Shipping Personnel	Director of safety HACCP
		Continuous monitoring of loading areas with security camera system	NO	Loading areas are required to be monitored at all times	Continuous	Security Incident Report	Safety officer reviews security camera recording footage when required if security breach occurs or is suspected. Food Defense Team reviews all known threats	Facilities/Safety/HACCP Manager	Director of safety HACCP

Gold Star Foods - Dixon  
 1000 Vaughn RD  
 Dixon, CA 95620

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

Revised 3/8/21  
 Supersedes 1/11/16  
 Reviewed no changes 1/05/2026


	Visual inspection of product.	NO	All products are inspected for tampering or damages at time of shipping.	Each shipment	Outbound Checklist Corrective Action Report (if applicable)	Open containers are rejected. Damaged materials are accepted, isolated and placed on hold.	Training Shipping Personnel	Director of safety HACCP

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

Process Step	Hazard(s)	Preventative Controls	CCP	Control Limits	Frequency	Records	Corrective Actions	Responsibility	verification
<b>Transport</b>	B- Temperature abuse during shipping and transport	Monitor actual temperature of reefer unit during transport.	NO	Chilled Ingredients = 41 degrees F<br/ Frozen Ingredients = 0 degrees F</td <td>Every stop not to exceed 4 hours</td> <td>Driver Route Checklist and Driver Manifest will log Temperature at every Location Corrective Action Report (if applicable)</td> <td>Do not load any vehicle exceeding temperature requirements.</td> <td>Trained Delivery Personnel</td> <td>Director of safety HACCP</td>	Every stop not to exceed 4 hours	Driver Route Checklist and Driver Manifest will log Temperature at every Location Corrective Action Report (if applicable)	Do not load any vehicle exceeding temperature requirements.	Trained Delivery Personnel	Director of safety HACCP
	S- Intentional product tampering or sabotage during shipping and transport.	Tampering of truck during transport stops	NO	All trucks are required to be locked and secured during transport.	Every stop	Delivery Log PO and Appointment Log	If truck is found to be unlocked or product tampering is evident, the driver not deliver goods.	Trained Delivery Personnel	Director of safety HACCP
<b>Delivery</b>	B- Microbiological contamination during shipping and transport	Visual inspection of product.	NO	No opened or torn containers.	Each delivery	Delivery Log	Open or damaged products are rejected and/or accepted with further inspection.	Trained Delivery Personnel	Director of safety HACCP
	B- Temperature abuse during shipping and transport	Monitor temperature of trailer at delivery.	NO	Chilled Ingredients = 41 degrees F<br/ Frozen Ingredients = 0 degrees F</td <td>Each delivery</td> <td>Delivery Log</td> <td>Do not load any vehicle exceeding temperature requirements.</td> <td>Trained Delivery Personnel</td> <td>Director of safety HACCP</td>	Each delivery	Delivery Log	Do not load any vehicle exceeding temperature requirements.	Trained Delivery Personnel	Director of safety HACCP
	S- Intentional product tampering or sabotage during shipping and transport.	Observation of truck door security	NO	All trucks are required to be locked and/or sealed at time of delivery. Shipping personnel must observe the driver locking the cargo door.	Each delivery	Delivery Log	Truck cannot leave until sealed/locked with direct observation	Trained Delivery Personnel	Director of safety HACCP
		Visual inspection of product.	NO	All products are inspected for tampering or damages at time of shipping.	Each delivery	Delivery Log	Open or damaged products are rejected and/or accepted with further inspection.	Trained Delivery Personnel	Director of safety HACCP

2.4.3 HAZARD ANALYSIS CRITICAL CONTROL POINTS  
 Distribution of Food Ingredients, Finished Products and Chemicals

Product Name	Intended For	Shelf Life	Where will it be Sold
Frozen Meats	<b>General Public</b>	6 Months	<b>K12</b>
Frozen Fish Sticks and Patties		6 Months	
Beverages		2 Years	
Ingredients(sugar,Saly,Flour)		2 Years	
Cereals		1 Year	

	<b>GOLD STAR FOODS</b>	<b>SQF 2.6</b> <b>Product Traceability and Crisis Management</b>	<b>DOCUMENT #2.6.3</b>
Document Title: <b>Product Recall and Withdrawal</b>		Revision Date:	<b>10/13/2025</b>
Department: <b>ALL Departments</b>		Revision #	<b>14</b>
Prepared By: <b>Jaime Anguiano</b>	Approved By: <b>Pedro Osorio</b>		<b>Page 1 of 7</b>

### Purpose

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

### Responsibilities and Methods

#### Recall Team and Notification Tree.

Sean C. Leer	CEO	(562) 508-6533	Recall Support
Karen Rosales	VP of Merchandising	(626) 428-9340	Recall Coordinator Product recall recommendation Compiles recall documentation Backup to CEO
Kristy Cariato	Director of Purchasing	(909) 657 - 4765	Recall Coordinator Product recall recommendation Compiles recall documentation Backup to VP of Merchandising
Stephanie Ewing	Chief Governmental Officer	(530) 295 - 7055	Responsible for internal recall notification to the USDA Department.
Pedro Osorio	Corporate Director, Food & Occupational Safety	(323) 496-7280	Responsible for internal recall notification Notification to SQFI and SAI Global
Cody Hall	Warehouse Manager - NorCal	(209) 585 - 6303	Recall support
Jaime Anguiano	Regional Manager, Food & Occupational Safety	(909) 806 - 9295	Responsible for internal recall notification Notification to SQFI and SAI Global Back up to Corporate Director, Food & Occupational Safety
Rani Romero	VP Customer Experience	(323) 490-9311	Customer notification to all locations.
Adrian Amaro	Corporate Director of Inventory	(562)254-7701	Send out audit report to recall committee All locations
Richie Cabrera	IC Manager Ontario	(909) 268-3091	Send out audit report to recall committee Backup to IC Manager Ontario
Martin Perez	IC Supervisor Ontario	(323)392-6988	Segregation of Materials Place affected products on hold
Hugo Jimenez	Corporate VP	(909) 437-9513	Recall support



GOLD STAR FOODS

SQF 2.6  
Product Traceability and Crisis  
Management

DOCUMENT #2.6.3

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	of Supply Chain West Region		
Corey Berner	VP of Operations Central Region	(985) 351-2647	Recall support
Alexis Alvarez	Corporate VP of Supply Chain East Region	(951) 963-4336	Recall support
Danny Darcia	Director of Warehouse SoCal	(562)301-8541	Recall support
Andrew Querruel	Operations Manager Missouri	(817) 290-4863	Recall support Segregation of Materials Place affected products on hold
Wendy Miller	Warehouse Manager Pennsylvania	(814) 932 - 4797	Recall support Segregation of Materials Place affected products on hold
Christopher Strait	IC Pennsylvania	(814)381-4688	Segregation of Materials Place affected products on hold
David Murrillo	Operations Manager Texas	(817) 374-3135	Recall support Segregation of Materials Place affected products on hold
Ryan Brownfield	IC Supervisor Texas	(713)595-8989	Recall support Segregation of Materials Place affected products on hold
Richard Thresher	Régional IC Manager PA, SC & VA	(860) 836-6545	Segregation of Materials Place affected products on hold
Ryan Perrin	Régional IC Manager LA PON	(985) 467-8067	Segregation of Materials Place affected products on hold
Isaac Cantu	Operations Manager Oregon	(971) 226-3528	Segregation of Materials Place affected products on hold

**Additional Resources**

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	

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## Definitions

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

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

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

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

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

## RECALLS, WITHDRAWALS, & RECOVERIES

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

## INQUIRY & COMMUNICATION


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

1. The seriousness of the problem
2. The extensiveness of the problem
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 Recall Coordinator for final evaluation

## PRODUCT RECALL ORDER

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

**RECALL STRATEGY**

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

Depth

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

Publicity

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

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

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

Contact with Regulatory Agencies

The Recall Coordinator will contact the regulatory agency concerning a product recall. At least two company representatives will be present whenever a meeting is scheduled with regulatory agencies.

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

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Star Foods will treat each situation as a Class 1 recall, which is as a mandatory product withdrawal. The vendor/manufacture is responsible of submitting a "Manufacture Product Recall Form". The appropriate Gold Star Foods buyer will complete the "Manufacture Recall Form" and inform the Recall Coordinator of the recall. The Recall Coordinator (RC) will then oversee the entire recall process.

*(See attached Recall Committee Diagram and Recall Committee Contact Form)*

*All correspondence needs to be sent to the following email address: [recall@goldstarfoods.com](mailto:recall@goldstarfoods.com)*

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

### Step 2


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

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

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- 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 Health Department

**Step 4**

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

**Step 5**

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

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

**VERIFICATION OF THE SYSTEM**


1. The product withdrawal and recall system is reviewed, tested, and verified quarterly.
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)

The Strategic Sourcing Manager's office maintains records of all product withdrawals and recalls.

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

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8	03/15/2021	Jaime Anguiano	Updated Recall team
9	01/15/2022	Jaime Anguiano	Updated Recall team, added new facilities
10	01/15/2023	Jaime Anguiano	Updated Recall team
11	8/15/2023	Jaime Anguiano	Updated Recall Team
12	1/3/2024	Jaime Anguiano	Updated recall team and Verification of the systems
13	12/17/2024	Jaime Anguiano	Updated Team – Added USDA Team Stephanie Ewing
14	10/13/2025	Jaime Anguiano	Updated Recall Team

## PRODUCT RECALL PROCEDURES

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

**"RECALL" usergroup:** Karen Rosales, Sean Leer, Stephanie Ewing, Rani Romero, Christopher Strait, David Murrillo, Bernardo Leija, Richard Thresher  
 Matthew Jensen, Kristy Cariato, Octavio Salazar, Wendy Miller, Savannah Powers  
 Pedro Osorio, Richie Cabrera, Jaime Anguiano, Martin Perez, Andrew Querrel, Steven Perez, Britini Johnson  
 Daniel Torres, Eric Gomez, Pete DiGianBattista, Delfino Ortiz, Ruben Rivera, Danny Garcia,  
 Yolanda Zamudio, Jesus Zepeda, Manuel Dominguez, Robert Avery, Leslie Banks, Michelle Reyes, Adrian Amaro

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


Prepared by: Pedro Osorio 01/22/16      Revision: 05/15/2024

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

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

Name	Phone Numbers and Email		Location
Karen Rosales	626-428-9340	karenv@goldstarfoods.com	Ontario
Richie Cabrera	909-268-3091	richie@goldstarfoods.com	
Pedro Osorio	323-496-7280	pedro@goldstarfoods.com	
Kristy Cariato	951-741-4116	kristy@goldstarfoods.com	
Jaime Anguiano	213-364-8588	Jaimeanguiano@goldstarfoods.com	
Danny Garcia	562-301-8541	dgarcia@goldstarfoods.com	
Leslie Lombardi	909-657-4780	leslielombardi@goldstarfoods.com	
Martin Perez	323-392-6988	martinp@goldstarfoods.com	
Rani Romero	323-490-9311	rani@goldstarfoods.com	
Octavio Salazar	909-437-9513	octaviosalazar@goldstarfoods.com	
Peter Gonzalez	562-746-4344	Peter@goldstarfoods.com	
Eric Gomez	707-291-7521	erick@goldstarfoods.com	Dixon
Daniel Torres	707-330-2304	DanielTorres@goldstarfoods.com	Missouri
Andrew Querruel	817-290-4863	chrischambers@goldstarfoods.com	
Malinda Jackson	636-466-6481	mjackson@goldstarfoods.com	Penn
Wendy Miller	814-932-4797	wmiller@goldstarfoods.com	
Christopher Strait	814-381-4688	christopherstrait@goldstarfoods.com	Texas
Shane Shaffer	971-353-2260	shaneshaffer@goldstarfoods.com	Oregon
Isaac Cantu	909-437-6576	icantu@goldstarfoods.com	VA / SC
Richard Thresher	(860) 836-6545	richardthresher@goldstarfoods.com	

SAMPLE

	<b>GOLD STAR FOODS</b>	<b>SQF 2.6</b> <b>Product Traceability and Crisis</b> <b>Management</b>	<b>DOCUMENT # 2.6.2</b>
Document Title: <b>Product Trace</b>		Revision Date:	<b>11/11/2025</b>
Department: <b>ALL Departments</b>		Revision #	<b>6</b>
Prepared By: <b>Jaime Anguiano</b>	Approved By: <b>Pedro Osorio</b>		<b>Page 1 of 4</b>

### **+Purpose**

The purpose of this policy is to define the responsibilities and methods used to trace received materials through the distribution and storage processes.

### **Methods and Responsibilities**

Materials are traceable through to the customer (one up) and traceability is maintained through the receiving, storage, and distribution processes, and other inputs (one back).

### Receiving

1. Each product supplier is required by the purchasing contract to include suitable and understandable information on each container to facilitate a complete trace of the product, if so required.
2. During unloading and storage, the vendor's materials will be handled and maintained to preserve lot integrity.
3. The PO number for each delivery is recorded on the receiving documentation.
4. The receiving dates and PO numbers are tied to the manufacturer/distributor's lot codes shipped to our location.
5. SQL Server Reporting services software system incorporates lot traceability at the time of a PO being received; traceability information on all items are validated and incorporated in real time so that data is instantly available to all other areas of the company; information about all items received at our dock will be updated and ready for all users.
6. Receiving clerk pre-prints license plates (unique bar code labels).
7. License plates are placed on each pallet and then scanned into the system using a RF scanner; the system will configure each license plate and will assign a lot ID to each item.
8. Once these licenses plates are scanned and processed by the system, they are ready to be put away; each plate is unique, and information such as date and time received, expiration dates, code dates, lot ID, PO # will go into each license.

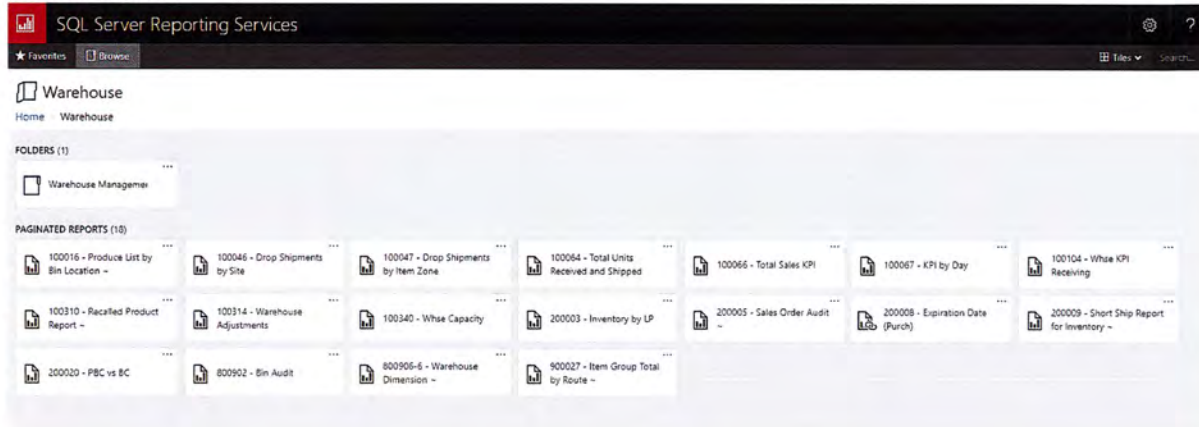
### Storage and Movement

1. As a pallet moves through a dock, all the information is read automatically, and it processes all receipt data with 100% verification. No operator entry is required.
2. When a license plate has been depleted, we are still able to audit and track down Lot ID and PO's by running the Recall Product Report; located in the SQL Server Reporting Services Web Base reporting under Warehouse report number 100310-Recall Product Report.
3. To run the report,
  - I. Open your internet web base reporting and under Warehouse look for report 100310 – Recall Product Report. (please see below screen shot A)
  - II. Double click on the report and a window will open, in the search you will find two fields, Purchase Order number and Item Number. (please see below Screen shot B)
  - III. Type in your PO number and item number and click view report.
  - IV. Once you click view report, a report will generate, and you have the option of print it out or save it into a Microsoft Excel spreadsheet. (please see below screen shot C).
  - V. Report will generate the following information,

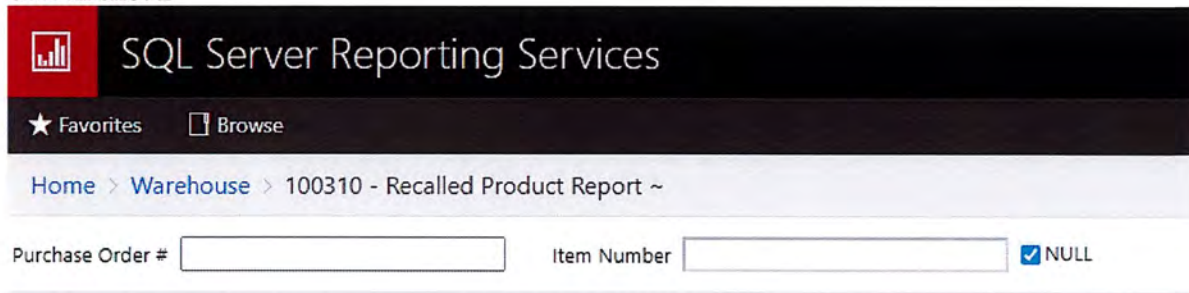
	<b>GOLD STAR FOODS</b>	<b>SQF 2.6</b> <b>Product Traceability and Crisis Management</b>	<b>DOCUMENT # 2.6.2</b>
Department: <b>ALL Departments</b>		Revision #: <b>6</b>	
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	
		<b>Page 2 of 4</b>	


- Purchase Order Info.
- Sales Order Info.
- License Plate information
- Item number
- Item Description
- Current bin Location
- Initial QTY and Current QTY on hand.
- Expiration Date
- Product Status
- Ship Date, QTY, and shipping code
- Bill and sell to customer ID number
- Ship to, shipping address, shipping city, shipping county, and postal code.
- Sell to Contact Name and Phone numbers.

Screen shot A



Screen shot B



	<b>GOLD STAR FOODS</b>	<b>SQF 2.6</b> <b>Product Traceability and Crisis Management</b>	<b>DOCUMENT # 2.6.2</b>
		Document Title: <b>Product Trace</b>	Revision Date: <b>11/11/2025</b>
Department: <b>ALL Departments</b>		Revision # <b>6</b>	
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	
		<b>Page 3 of 4</b>	

### Screen shot C

100310 - Recalled Product Report ~

Purchase Order #: 379394  
 Item #: 134237  
 Report Generated: 3/16/2021 9:33 AM  
 Page: 1 of 1

PO#	SO#	LP#	Item#	Item Description	Item Description 2	Current Bin Location	Initial Whse Qty	Current Whse Qty	Current Whse Expire Date	Product Status	Ship Date	Shipped Qty	Bill to Cust. #	Sell to Cust. #	Ship to Code	Bill to Name
* 379394	* 3727890	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Potentially Shipped to Customer	3/5/2021	2	* 100802	* 100811		SWEETWATER UNION HIGH SD
* 379394	* 3693746	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Potentially Shipped to Customer	3/5/2021	8	* 100528	* 100545		MURRIETA VALLEY USD
* 379394	* 3716640	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	1	* 100528	* 100632		MURRIETA VALLEY USD
* 379394	* 3716731	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	2	* 100528	* 100529		MURRIETA VALLEY USD
* 379394	* 3716750	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	3	* 100528	* 100546		MURRIETA VALLEY USD
* 379394	* 3698001	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	4	* 100528	* 100530		MURRIETA VALLEY USD
* 379394	* 3700187	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	4	* 100528	* 101047		MURRIETA VALLEY USD
* 379394	* 3722624	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	4	* 100802	* 100818		SWEETWATER UNION HIGH SD
* 379394	* 3697684	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	5	* 100528	* 100532		MURRIETA VALLEY USD
* 379394	* 3716651	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	5	* 100528	* 100530		MURRIETA VALLEY USD
* 379394	* 3717527	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	5	* 100528	* 100541		MURRIETA VALLEY USD
* 379394	* 3725783	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	6	* 100802	* 100814		SWEETWATER UNION HIGH SD
* 379394	* 3727595	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	6	* 100802	* 100823		SWEETWATER UNION HIGH SD
* 379394	* 3727701	R022960039	* 134237	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES		80			Shipped to Customer	3/5/2021	6	* 100802	* 100822		SWEETWATER UNION HIGH SD

- When pulling product for order fulfillment, the materials will be delivered on a First-Expired, First-Out (FEFO) basis and lot integrity will be maintained according to the lot code on the license plate.
- The SQL Server Reporting services system identifies which license plate lot codes were pulled for specific orders and the destination.

### Shipping

- The Shipping Clerk generates the invoice and route cover sheet.
- The shipping department generates the manifest.
- A copy of the Customer Invoice, Manifest and Route Cover Sheet are given to the designated driver assigned to the route.
- No product(s) will be shipped from facility until all documents have been issued and product loads are matched to those documents.

Effectiveness of the product trace system shall be tested at least annually.


### Responsibility

It is the responsibility of the Warehouse Recall Team / Corporate Inventory Control Manager or their appointed designee to manage the trace system.

### Records

Records of product dispatch and destination are maintained.

- Receiving Records (BOL, invoice)
- Shipping Records (manifest, route cover sheet, invoice)

	GOLD STAR FOODS	<p style="text-align: center;">SQF 2.6 Product Traceability and Crisis Management</p>	DOCUMENT # 2.6.2
Document Title: <b>Product Trace</b>		Revision Date: <b>11/11/2025</b>	
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Prepared By; <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b> <span style="float: right;">Page 4 of 4</span>	

<b>Revision History</b>			
Rev #	Issue Revision Date	Revised By	Reason for Revision
1	02/13/14	Richie Cabrera	New
2	08/16/14	Richie Cabrera	Update to procedure and responsibilities
3	03/16/16	Wayne Warner	Update to procedure and responsibilities
	05/06/17	Jaime Anguiano	Reviewed – No Changes
	03/16/18	Jaime Anguiano	Reviewed – No Changes
	04/29/19	Jaime Anguiano	Reviewed – No changes
	04/14/2020	Jaime Anguiano	Reviewed – No changes
4	03/16/2021	Jaime Anguiano	Updated Storage and Movement new SQL service reporting services product recall report.
	03/16/2021	Jaime Anguiano	Reviewed – No changes
	03/16/2022	Jaime Anguiano	Reviewed – No changes
	01/20/2023	Jaime Anguiano	Reviewed – No changes
5	01/20/2024	Jaime Anguiano	Reviewed policy
	01/20/2024	Jaime Anguiano	Reviewed – No Changes
	01/20/2025	Jaime Anguiano	Reviewed – no changes
6	11/11/2025	Jaime Anguiano	Updated Responsibilities

If software integration is unavailable, the Bidder will accept email orders until the integration is completed. The District will not submit orders through the Vendor's online ordering portal if it is not integrated with their Titan LINQ Nutrition Software account.

## Pricing

"The Bid will be awarded to the responsive and responsible bidder(s) with the lowest prices. The District reserves the right to award to a single vendor or to multiple vendors by item or category, whichever is deemed to be in the best interest of the District." Price per case must be demonstrated **using pricing from January 1, 2025 through December 31, 2026**. Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual fixed price charged to the District. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request. Bidders submitting a bid shall specify brand, product size, case count, origin, price, and any notes pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

**Pricing Terms** – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period of **July 1, 2026 through June 30, 2027**. The Bidder certifies that the District will be given the immediate benefit of any lower prices or price decreases during the term of the contract. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

**Itemized Bid List** – The District's Itemized Bid List is attached hereto (Attachment 18). If the District requests a specialty product, then the District will only accept the variety listed or comparable substitute products. The "Notes" section should be used to indicate if the item bid is a special order, requires a minimum purchase, has a minimum purchase that affects pricing, any volume discount thresholds and corresponding price adjustments, or is an alternative to what was listed. Bids must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is from animals raised/products that are processed in California. In the same column, note the country of origin of which the product is from. Bidder is responsible for converting any differences in pack size to the same total volume as requested.

**Fuel Surcharges** – Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the term of this contract.

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

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

**Allowable Costs Requirements (Federal Compliance)** – The following provisions are required by federal regulation. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include these requirements:

- a) Allowable costs will be paid net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee, to the extent those credits are allocable to the allowable portion of costs billed to the District. (7 CFR 210.21(f)(1)(i))
- b) The Contractor must separately identify for each cost submitted for payment the amount that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or the contractor must exclude all unallowable costs from billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs. (7 CFR 210.21(f)(1)(ii))
- c) The contractor's determination of allowable costs must comply with applicable USDA and Program regulations and Office of Management and Budget cost circulars. (7 CFR 210.21(f)(1)(iii))
- d) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the District for payment and individually identify each as a discount, rebate, or describe the nature of the credit. If approved by the State agency, the District may permit the contractor to report this information less frequently than monthly, but no less frequently than annually. (7 CFR 210.21(f)(1)(iv))
- e) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to contract conclusion. (7 CFR 210.21(f)(1)(v))
- f) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the District, the State agency, or USDA. (7 CFR 210.21(f)(1)(vi))

## **District Evaluation/Selection Process**

**Basis for Selection** – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder, before being awarded a contract, may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Bid of any Bidders as not responsible and not qualified to provide the particular products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Bid is one that meets all terms, conditions, and specifications of the IFB. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract available to view [here](#). The Bidder must perform and do what the Bid documents and contract requirements say they must do,

whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc.

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

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

**Evaluation/Award** – Award of this IFB shall be made to the lowest-priced responsible bidder(s) who are fully responsive to the terms of this solicitation. The District reserves the right to award to a single or multiple responsive and responsible bidder(s) by item, category, or in total, as deemed to be in the best interest of the District. The District also reserves the right to select no Bidder. The Successful Bidder(s) will be selected based on lowest price by item or category, provided that the Bidder meets all qualifications and demonstrated competence required herein. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, Grocery products from other vendors throughout the contract if it deems necessary and permissible to do so. The Successful Bidder will be selected based on lowest price, provided that the Bidder meets all qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for providing these types of Products. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, Grocery products from other vendors throughout the contract if it deems necessary and permissible to do so.

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

## **Terms and Conditions**

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

**Acceptance of Bids** – The District reserves the right to reject any or all Bids and to select individual items. Bids may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this IFB will be purchased. The right is reserved to purchase additional quantities at the Bid prices during the contract term. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Bids or waive any irregularities or informalities in any Bids or in the bidding.

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

**Anti-discrimination** – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

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

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

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

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

**Attorney's Fees Provision** – In the event of any dispute between the District and Bidder pertaining to this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" shall mean the fees and expenses of counsel, which may include printing, photocopying, duplicating and other expenses, air freight charges and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under attorney supervision, and the costs and fees incurred in connection with enforcement or collection of any judgment obtained. These provisions shall survive contract expiration or earlier termination.

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

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

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

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

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

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

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

**Examination of Bid Documents** – Bidders submitting a Bid shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Bid to receive or examine any Bid document(s), forms, instruments, Addenda or other documents then existing

shall not relieve any Bidder submitting a Bid from obligations with respect to this IFB or to the contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.

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

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

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

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

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

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

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

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

**Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and

Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Bidder submitting a bid shall specify biodegradable Grocery containers, which must be acceptable to the District's Food & Nutrition Services Department. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a Bid shall specify brand, product size, case count, origin and price. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

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

**Toll Charges** – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful Bidder shall accept charges for such calls on a reverse charge basis.

**Post Award Meeting** – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District's Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this IFB. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this IFB and the awarded contract. The District will approve all materials associated with this IFB.

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

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

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

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

**Tobacco-Free Environment** – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of

District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

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

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

**Energy Policy Compliance** – The Bidder shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Clear Air Act Compliance** - The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

- a. Section 306 of Clean Air Act (42 U.S.C. 1847(h))

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

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

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."
3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such

insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

## Protests

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

**Rosaura M. Altamirano**  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

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

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

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

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

Bidders will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

**Resolution:** The affected Bidder will be notified and given opportunity to rebut. The District will issue a written decision within fifteen (15) business days of receipt of protest, unless factors beyond the District's reasonable control prevent such resolution.

**Appeal:** Appeals must be submitted within three (3) business days after receipt of the District's written decision. Appeals must be in writing, set forth all factual and legal grounds, and be sent via overnight registered mail with all accompanying information.

**Appeal Review and Finality:** The Superintendent or designee shall review the decision and issue a written response within fifteen (15) business days. The decision concerning the appeal will be final and not subject to further appeals.

**Reservation of Rights:** The District reserves the right to proceed to award the contract and commence services pending decision on the protest and any appeal.

**Waiver:** The procedures and time limits are mandatory and constitute the sole and exclusive remedy. Failure to comply constitutes waiver of any right to pursue a protest.

## **Delivery Requirements and Locations**

### **Delivery Specifications -**

1. The Successful Bidder will partner with the District over the term of the contract resulting from this IFB to procure and deliver Grocery products to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at

any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to 85 sites. The sites require 2 days per week deliveries on Tuesdays and Thursdays due to storage limitations or volume purchases.

2. All deliveries shall occur during the hours specified in the following table. Overnight deliveries, or "Dark drops," will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
4. The district reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the IFB. The District requests deliveries each week specified in the schedule in the following table.
5. Perishable Grocery products must be delivered in a refrigerated clean and sanitary truck and the temperature of the products must be 37° – 45° at the time of delivery. A lift gate and pallets may be needed for large loads.
6. Pallets should not exceed 6 feet high and frozen and refrigerated products should be provided on separate pallets.
7. Perishable Grocery products will be stored in the school's Grocery coolers by the delivery person following FIFO. FIFO System: The Proposer shall follow appropriate procedures for first in, first out (FIFO) stock rotation system.
8. Separation of Incompatible Products—The Bidder shall ensure that products delivered under this contract are transported in a manner that prevents cross-contamination. At minimum, the following products shall not be co-mingled, co-loaded, or transported in the same compartment or on the same pallet without appropriate physical separation:
  - a. Ready-to-eat foods (including fresh produce, dairy products, and packaged grocery items) shall not be transported with raw meat, raw poultry, or raw seafood.
  - b. Food products of any kind shall not be transported with cleaning chemicals, sanitizers, pesticides, or other non-food chemical products.
  - c. Produce and other unpackaged food items shall not be transported with paper, disposable, or non-food supply products unless products are fully enclosed in intact, sealed packaging and physically segregated to prevent any risk of contamination.
  - d. Allergen-containing products shall be segregated from allergen-free products where cross-contact poses a material risk.

- e. These requirements are consistent with protections against adulteration under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §342) and the FDA's current Good Manufacturing Practice regulations (21 CFR Part 117, Subpart B).

<b>OUSD Delivery Locations</b>				
<b>Location</b>	<b>Address</b>	<b>Delivery Times</b>	<b>Preferred Delivery Days</b>	<b>Number of Deliveries Per Week</b>
Acorn Woodland Elementary	1025 81st Avenue, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Allendale Elementary School	3670 Penniman Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday AND Thursday	2
Arroyo Viejo CDC	1895 78th Avenue, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Bridges Academy	1325 53rd Avenue, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday AND Thursday	2
Brookfield & Pre K	401 Jones Avenue, Oakland, CA 94603	7:00 am - 10:00 am	Tuesday AND Thursday	2
Burbank Preschool	3550 64th Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
Burckhalter Elementary	3994 Burckhalter Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
Carl Munck Elementary	11900 Campus Drive, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
<b>Central Manufacturing Kitchen</b>	2850 West Street, Oakland, CA 94601	5:00 am - 10:00 am	Tuesday, Thursday	2
Centro Infantil CDC	2660 E 16th Street, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday AND Thursday	2
Chabot Elementary	6686 Chabot Road, Oakland CA, 94618	7:00 am - 10:00 am	Tuesday AND Thursday	2
Claremont Middle School	5750 College Avenue Oakland, CA 94618	7:00 am - 10:00 am	Tuesday AND Thursday	2
Cleveland Elementary School	745 Cleveland Street, Oakland, CA 94606	7:00 am - 10:00 am	Tuesday AND Thursday	2
Crocker Highlands Elementary	525 Midcrest Road, Oakland CA, 94618	7:00 am - 10:00 am	Tuesday AND Thursday	2
Dewey Academy	1111 2nd Avenue, Oakland, CA 94606	7:00 am - 10:00 am	Tuesday AND Thursday	2
Emerson	4801 Lawton Avenue, Oakland CA 94609	7:00 am - 10:00 am	Tuesday AND Thursday	2
Fruitvale Elementary School	3200 Boston Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday AND Thursday	2
Glenview Elementary School	4215 La Cresta Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
Grass Valley Elementary	4720 Dunkirk Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
Greenleaf Elementary School	6328 E 17th Street, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Harriet Tubman CDC	800 33rd Street, Oakland, CA 94608	7:00 am - 10:00 am	Tuesday AND Thursday	2
Highland CDC	1322 86th Avenue, Oakland CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Hoover Elementary School	890 Brockhurst St, Oakland, CA 94608	7:00 am - 10:00 am	Tuesday AND Thursday	2
International Community School	2825 International Boulevard, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday AND Thursday	2
Laurel Elementary School	3750 Brown Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday AND Thursday	2
Lockwood Steam Academy	6701 International Boulevard, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Markham Elementary School	7220 Krause Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
McClymonds High School	2608 Myrtle Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
Martin Luther King Jr. Elementary School	960 10th Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday AND Thursday	2
Piedmont Avenue Elementary School	4314 Piedmont Avenue Oakland, CA 94611	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland Technical High School	4351 Broadway, Oakland, CA 94611	7:00 am - 10:00 am	Wednesday, Thursday, Friday	2
Prescott School	920 Campbell Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday AND Thursday	2
Reach Academy	9860 Sunnyside Street, Oakland, CA 94603	7:00 am - 10:00 am	Tuesday AND Thursday	2
Rudsdale Continuation School	8251 Fontaine Street, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday AND Thursday	2
Sankofa United Elementary School	581 61st Street, Oakland, CA 94609	7:00 am - 10:00 am	Tuesday AND Thursday	2
Urban Promise Academy	3031 E 18th Street, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday AND Thursday	2
Bella Vista	1025 East 28th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Bret Harte	3700 Coolidge Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Castlemont + LPS	8601 MacArthur Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Coliseum College Prep	1390 66th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
East Oakland Pride Elementary School	8000 Birch Street, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday AND Thursday	2
Edna Brewer	3748 13th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Elmhurst	1800 98th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Esperanza/Korematsu	10315 E Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Franklin	915 Foothill Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Fremont	4610 Foothill Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Frick	2845 64th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Garfield +SPK	1640 22nd Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Global Family	2035 40th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
La Escuelita/Met West	314 East Tenth Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Life/UFS	2101 35th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Lincoln	225 11th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Madison Upper	400 Capistrano Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
Manzanita/Seed	2409 East 27th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Montclair	1757 Mountain Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
Montera	5555 Ascot Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
New Highland/RISE	8521 A Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland High	1023 MacArthur Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland International	4521 Webster Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland Tech	4351 Broadway	7:00 am - 10:00 am	Tuesday AND Thursday	2
Roosevelt	1926 19th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Skyline	12250 Skyline Boulevard	7:00 am - 10:00 am	Tuesday AND Thursday	2
Westlake Middle	2629 Harrison Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
West Oakland Middle School + Bunch	991 14th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Hillcrest K-8	30 Marguerite Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
Horace Mann Elementary	5222 Ygnacio Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
International CDC	2825 International Blvd	7:00 am - 10:00 am	Tuesday AND Thursday	2
Jefferson CDC	1975 40th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Joaquin Miller Elementary	5525 Ascot Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
Kaiser CDC	25 South Hill Court	7:00 am - 10:00 am	Tuesday AND Thursday	2

<b>OUSD Delivery Locations</b>				
Lockwood CDC	1125 69th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Madison Primary	470 El Paseo Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
Manzanita CDC	2618 Grande Vista Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Melrose Leadership Academy - Maxwell	1325 61st Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Melrose Leadership Academy - Sherman	5328 Brann Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Oakland Academy of Knowledge	8755 Fontaine Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Peralta Elementary	460 63rd Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Redwood Heights Elementary	4401 39th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Sequoia Elementary	3730 Lincoln Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Stonehurst CDC	901 105th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Street Academy	417 29th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Thornhill Elementary	5880 Thornhill Drive	7:00 am - 10:00 am	Tuesday AND Thursday	2
United Nations CDC	1025 4th Avenue	7:00 am - 10:00 am	Tuesday AND Thursday	2
Yuk Yau CDC	291 10th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2
Young Adult Program	915 54th Street	7:00 am - 10:00 am	Tuesday AND Thursday	2

## Submission Instructions

Bids shall be emailed to the Procurement Department at [procurement@ousd.org](mailto:procurement@ousd.org) no later than **MARCH 26, 2026 at 2:00PM PST.**

Bid shall be submitted with subject line:

**“Response to IFB Bid #26-173NS Grocery Products for K-12 Meal Program Nutrition Services”**

**\*When submitting your bid, be sure to get a ticket number or confirmation email.**

Bids submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. Bids received after scheduled closing time for receipt of bids will not be considered. Incomplete bids may be deemed non-responsive and therefore not considered.

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

### Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This IFB, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Bidders are responsible for checking this website for information and changes to this IFB.**

## **Bid Submission Checklist - Attachment "1"**

### **To be Submitted with Bid**

**Bidder Name:**

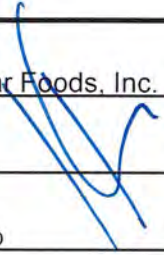
\_\_\_\_\_ Gold Star Foods, Inc. \_\_\_\_\_

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

#### **Required Documents:**

- ✓ Bid Submission Checklist (Att. 1, this form)
- ✓ Invitation for Bid Signature Page (Att. 2)
- ✓ Non Collusion Affidavit (Att. 3)
- ✓ Bidder's Statement Regarding Insurance Coverage (Att. 4)
- ✓ Worker's Compensation Insurance Certification Form (Att. 5)
- ✓ Drug Free Workplace Certification (Att. 6)
- ✓ Equal Opportunity Employment (Att. 7)
- ✓ Fingerprint Clearance/Criminal Background Investigation (Att. 8)
- ✓ Certificate of Independent Price Determination (Att. 9)
- ✓ Suspension and Debarment Certification (Att. 10)
- ✓ Certification Regarding Lobbying (Att. 11)
- ✓ Disclosure of Lobbying Activities (Att. 12)
- ✓ Iran Contracting Act of 2010 Compliance Affidavit (Att. 13)
- ✓ Good Food Purchasing Resolution (Att. 14)
- ✓ Good Food Purchasing Bidding Vendor Pledge (Att. 15)
- ✓ Buy American Certification (Att.16)
- ✓ Clean Air Certificate (Att. 17)
- ✓ Itemized Bid List (Att. 18)
- ✓ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your bid)
- ✓ Addenda

**Invitation For Bid Signature Page - Attachment "2"**  
**To Be Submitted With Bid**

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	Gold Star Foods, Inc.
Signature of Company Official	
Name of Signer	John Cho
Title of Signer	E.V.P. of Revenue Management
Email Address	Bids@Goldstarfoods.com
Complete Mailing Address	3781 E. Airport Drive
City, State, Zip	Ontario, CA 91761
Phone Number	(909) 843-9600
Date	March 26, 2026
Minimum Dollar Amount for Delivery	\$
✓	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
✓	Check if no minimum case amount for delivery is required.

**Non Collusion Affidavit - Attachment "3"**

Public Contracts Code Section 7106

**To Be Submitted With Bid**

State of California  
County of San Bernardino

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

March 26, 2026  
(Date)

Gold Star Foods, Inc. / Corporate Office  
Signed at (Place)

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

[Signature]  
Authorized Representative

3781 E. Airport Drive  
Address

John Cho  
Representative's Name

Ontario, CA 91761  
City, State, Zip

E.V.P. of Revenue Management  
Representative's Title

SEE ATTACHED

**Bidder's Statement Regarding Insurance Coverage - Attachment "4"**

**To Be Submitted With Bid**

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bids. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

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

[Signature]  
Signature of Bidder's Authorized Representative

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

March 26, 2026  
Date of Signing



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2025

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

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

<b>PRODUCER</b> Edgewood Partners Ins. Center 350 S. Grand Avenue, Suite 4500 (877) 650-3742 / Lic#0B29370 Los Angeles CA 90071	<b>CONTACT NAME:</b> Pabla Barros <b>PHONE (A/C, No., Ext):</b> (213) 629-8936 <b>E-MAIL ADDRESS:</b> pabla.barros@epicbrokers.com	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> Starr Indemnity &amp; Liability Company</td> <td>38318</td> </tr> <tr> <td><b>INSURER B :</b> Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td><b>INSURER C :</b> Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td><b>INSURER D :</b> Homesite Insurance Company</td> <td>17221</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Starr Indemnity & Liability Company	38318	<b>INSURER B :</b> Great American Insurance Company	16691	<b>INSURER C :</b> Navigators Insurance Company	42307	<b>INSURER D :</b> Homesite Insurance Company	17221	<b>INSURER E :</b>		<b>INSURER F :</b>
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<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> Gold Star Foods, Inc Good Source Solutions, Inc 3781 E. Airport Drive Ontario CA 91761	HVGSACQU														

**COVERAGES**

CERTIFICATE NUMBER: 301361119

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		1000100096251	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000639298251	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			NY25UMRZ035PVIC CXS06142000	11/1/2025 11/1/2025	11/1/2026 11/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	1000003941 1000004409 1001243017	11/1/2025 11/1/2025 11/1/2025	11/1/2026 11/1/2026 11/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Crime / Fidelity Coverage			SAAE92289603	11/1/2025	11/1/2026	Employee Dishonesty \$ 1,000,000 Loss of Clients Prop \$ 1,000,000 Erisa \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTHOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, ONLY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement. Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement

**CERTIFICATE HOLDER****CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT  
 900 HIGH STREET, 2nd Floor  
 OAKLAND CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Any person or organization for whom you perform work under a written contract that required you to obtain this agreement from us.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## Primary and Non-Contributory Condition

**Policy Number:** 1000100096251

**Effective Date:** November 1, 2025 at 12:01 A.M.

**Named Insured:** HV GS Acquisition, LP.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

A. **SECTION IV – CONDITIONS**, condition 4. **Other Insurance** is amended as follows:

1. The following is added to paragraph 4.a. of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

  
\_\_\_\_\_  
Steve Blakey, President

  
\_\_\_\_\_  
Nehemiah E. Ginsburg, General Counsel

## Workers' Compensation Insurance Certificate - Attachment "5"

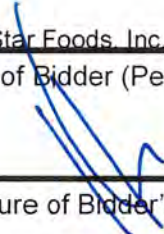
### To Be Submitted With Bid

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

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

Gold Star Foods, Inc.

Name of Bidder (Person, Firm, or Corporation)

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

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

March 26, 2026  
Date of Signing

ATTEST:

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

Amber Alderson  
Sr. Director - National Bids & Contracts  
Printed Name & Title

SEE ATTACHED

**Drug-Free Workplace Certification - Attachment "6"**

**To Be Submitted With Bid**

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

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

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

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

Executed at Ontario, California this day of March 26, 2026  
(City and State) (Date)

[Signature]  
(Signature)

John Cho, E.V.P. of Revenue Management  
(Name Handwritten or Typed Name)



## GOLD STAR FOODS

### ALCOHOL/NARCOTICS/DRUGS



Drugs and alcohol in the workplace impairs safety and health, promotes crime, lowers productivity and quality, undermines public confidence in the work we do and creates unacceptable risks to efficient operations. **GOLD STAR** has a vital concern in providing employees with a safe and healthy and efficient work environment that is free from drugs and alcohol and their effects. It is, therefore, the right, duty and obligation of **GOLD STAR** to maintain a safe, healthy and efficient work environment for its employees, to protect the general public, and to protect Company property, equipment and operations.

**GOLD STAR** intends to comply with all state and federal laws relating to the use of drugs and alcohol and expects employees to adhere to these laws and comply with the Company policy regarding the use of drugs and alcohol. The following rules and standards of conduct apply to all employees, including employee shareholders, either on Company property, at or around job sites, and/or during the work day (including meals and rest periods).

### GUIDELINES AND DEFINITIONS

1. GOLD STAR absolutely prohibits the following:
  - A. The manufacture, possession, use, sale, purchase, dispensation and/or G565 distribution of any illegal drug or controlled substance on Company premises.
  - B. Possession and/or use of any prescription drug unless possession and/or use is pursuant to a valid prescription issued to the person in possession or in use of such prescription drug as is directed by the prescription for the purpose for which the prescription drug has been prescribed.
  - C. Misuse of over-the-counter medication or other legally acquired substances and/or misuse of any prescription drug while on Company premises.
  - D. Possession, use, sale, purchase, dispensation, and/or distribution of any alcoholic beverage on premises is prohibited.
  - E. Allowing and/or having knowledge of, without informing the Company, of persons on Company property or job sites who are there with the purpose and intent of manufacturing, selling, using, dispensing, and/or distributing any illegal or controlled substance.
  - F. Driving a Company vehicle and/or operating equipment while under the influence of drugs or alcohol.
2. Violation of this policy will result in disciplinary action, up to and including termination for a first offense at the sole discretion of **GOLD STAR**.

### THE School Nutrition Supply Chain™

(800) 540-0215 | [goldstarfoods.com](http://goldstarfoods.com) |   @goldstarfoods  
2855 E Guasti Rd, 6th floor // Ontario, CA 91761



A GS Foods Group  
Company



**GOLD STAR FOODS**

**GOLD STAR** may, in addition to disciplinary action and/or rehabilitation, require employees in violation of this policy and/or testing positive for drugs and alcohol to submit to random testing for a period of eighteen (18) months following such violation, positive test, or rehabilitation pursuant to a written “last chance agreement”.

Testing positive for any metabolites for illegal drugs and/or alcohol during any rehabilitation program or in the 18 month period mentioned above will result in G565-001 -- 1078876.1 46 discharge. Pending completion of the test, the employee may be temporarily suspended from employment. If the employee refuses to agree to take the test and other circumstances indicate the employee is under the influence of alcohol or drugs, the employee will be subject to disciplinary action up to and including discharge.


In order to enforce this policy, the Company reserves the right to conduct searches of Company property and/or reasonable searches of employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy. Entry on Company premises constitutes consent to inspection.

Testing positive for any metabolites for illegal drugs and/or alcohol during any rehabilitation program or in the 18 month period mentioned above will result in G565-001 -- 1078876.1 46 discharge. Pending completion of the test, the employee may be temporarily suspended from employment. If the employee refuses to agree to take the test and other circumstances indicate the employee is under the influence of alcohol or drugs, the employee will be subject to disciplinary action up to and including discharge.

In order to enforce this policy, the Company reserves the right to conduct searches of Company property and/or reasonable searches of employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy. Entry on Company premises constitutes consent to inspection.

3. Circumstances Requiring Testing:
  - A. Pre-employment: Offer of employment is made contingent upon an applicant's drug and alcohol screening test being negative.
  - B. Reasonable Suspicion: Any employee found to be in possession or control of alcohol or illegal drugs will be subject to immediate suspension pending discharge. In the case of illegal drugs, the authorities will be contacted and given a full report of the situation. An employee found in possession of prescription drugs will be given an opportunity, prior to suspension, to show that the drugs were prescribed by his/her physician for treatment of an existing or recurring condition. Prescription drugs shall be used only in the manner, combination, and quality prescribed.

**THE School Nutrition Supply Chain™**

(800) 540-0215 | [goldstarfoods.com](http://goldstarfoods.com) |   [@goldstarfoods](https://www.instagram.com/goldstarfoods)  
2855 E Guasti Rd, 6th floor // Ontario, CA 91761



A GS Foods Group  
Company



**GOLD STAR FOODS**

Employees undergoing prescribed medical treatment with a legal drug that might later negatively affect behavior or work performance should report this fact to their supervisor. If the employee feels that after taking the prescribed medicine his or her behavior or work performance is being negatively affected, the employee should report this fact to his or her supervisor. (This does not require the employee to disclose the type of medication or the reason for taking it.) A manager may place the employee in an alternate position, if available, or on a leave of absence until it can be confirmed that the employee can safely and efficiently perform all of the essential functions of the employee's position. It may be necessary to restrict the employee's work activity while he or she undergoes treatment. Abnormal behavior or substandard work performance which results from prescribed medication may result in disciplinary action if the employee fails to communicate with his or her supervisor in advance concerning the effects of the prescribed medication.

**THE School Nutrition Supply Chain™**

(800) 540-0215 | [goldstarfoods.com](http://goldstarfoods.com) |   [@goldstarfoods](https://www.instagram.com/goldstarfoods)  
2855 E Guasti Rd, 6th floor // Ontario, CA 91761



A GS Foods Group  
Company

## Equal Opportunity Employment - Attachment "7"

### To Be Submitted With Bid


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, Inc. (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: March 26, 2026

Gold Star Foods, Inc.  
CONTRACTOR

By:  John Cho  
E.V.P. of Revenue Management

SEE ATTACHED

## Fingerprinting/Criminal Background Investigation Certification - Attachment "8"

### To Be Submitted With Bid

#### Fingerprinting Notice and Acknowledgment For All Contractors Except When Construction Exception Is Met (Education Code Section 45125.1)

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

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

SEE ATTACHED

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

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

Dated: March 26, 2026

Name: John Cho

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

Title: E.V.P. of Revenue Management

## Attachment A

### Violent and Serious Felonies

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

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

SEE ATTACHED

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

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

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

(22) Any violation of Section 12022.53.

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

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


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



# GOLD STAR FOODS

Home Department Code	Last Name, First Name	Hire Date	DOJ Live Scan Date
301	Maldonado Rebolledo, Manuel	08/24/2015	06/01/2016
301	Aceves, Misael	07/05/2016	07/07/2016
301	Gonzalez, Jose Silvestre	01/07/2019	11/20/2018
301	Seaborn, James W	06/21/2021	06/04/2021
301	Moreno, Ignacio	07/12/2021	07/02/2021
301	Jimenez, Cesar Manuel	03/28/2022	03/08/2022
301	Canales Lopez, Francisco Javier	07/27/2023	07/10/2023
301	Calderon Nivon, Francisco	07/24/2023	07/12/2023
301	Ortiz Franco, Agustin	07/24/2023	07/13/2023
301	Delgado Beltran, Antonio	04/08/2021	07/14/2023
301	Acosta Diaz, Edvan Misael	08/07/2023	08/01/2023
301	Morales Haro Sr., Jorge Fernando	08/14/2023	08/01/2023
301	Green, Stephon Chriestoph	09/07/2023	08/09/2023
301	Martinez, Ray Salvador	09/28/2015	04/05/2024
301	Varela, Jesus Alberto	08/01/2024	07/18/2024
301	Gutierrez Ceballos, Eric	08/23/2024	07/25/2024
301	Powe Jr, Rodney	08/12/2024	08/06/2024
301	Vasquez, Juan	08/14/2024	08/06/2024
301	Tovar Vieyra, Leonardo D	10/26/2020	08/12/2024
301	Gonzalez Inzunza, Miguel A	08/08/2025	07/28/2025
301	Bounleuang, Danny	06/21/2021	07/29/2025
301	Soto, Erizon	09/15/2025	08/28/2025
301	Cruz Amezcua, Edgar	09/15/2025	08/29/2025
301	Pulido, Julio R	10/20/2025	09/18/2025
301	Sengchanh, Kongty Joy	10/20/2025	09/18/2025
301	Vasquez, Adrian Nathaniel	10/13/2025	09/23/2025
301	Colin, Joaquin	12/10/2025	11/17/2025
315	Rodriguez Jr., Manuel	08/27/2013	05/24/2016
315	Esparza, Erasmo A	11/12/2017	10/24/2017
315	Holloway, Deshawn William	05/13/2022	04/26/2022
315	Colon III, Ismael	07/18/2022	07/06/2022
315	Hightower, Vincent Bernard	08/02/2022	07/13/2022
315	Rodriguez, Pedro A	10/24/2022	10/03/2022
320	Beltran, Luis Alonso	01/14/2013	05/21/2016
320	Molina, Gildardo	10/01/2012	05/21/2016
320	Ortiz Hernandez, Luis	10/16/2012	05/21/2016
320	Sebastian, Guillermo	08/08/2012	05/21/2016
320	Solis, Jose Angel	08/15/2012	05/21/2016
320	Acosta, Jose	09/09/1997	05/24/2016
320	Alarcon Hernandez, Elmer G	01/22/2013	05/24/2016
320	Sandoval Valdez, Carlos M.	10/14/2013	05/24/2016

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Home Department Code	Last Name, First Name	Hire Date	DOJ Live Scan Date
320	Sandoval, Jorge A	08/30/1993	05/24/2016
320	Serrano Portillo, Maurilio	10/14/2013	05/24/2016
320	Berganza, Salvador Antonio	01/14/2013	05/25/2016
320	Corral III, Miguel	09/28/2014	05/25/2016
320	Morales, Daniel Ronald	02/23/2015	05/25/2016
320	Partida, Genaro	02/23/2000	05/25/2016
320	Serna, Jose D.	09/03/2014	05/25/2016
320	Lopez, Alvaro Gustavo	08/27/2001	05/26/2016
320	Mora, Salvador	01/14/2013	05/26/2016
320	Robles, Joel	08/12/2003	05/26/2016
320	Torres, Miguel Angel	07/03/2006	05/27/2016
320	Hernandez Gonzalez, Ricardo	09/13/2011	06/01/2016
320	Torres, Tomas	06/04/2007	06/01/2016
320	Carreon Luisjuan, Bernabe	08/11/2005	06/02/2016
320	Ortiz, Isidro Rodriguez	06/26/2017	10/12/2016
320	Murga, Miguel A.	10/23/2016	11/08/2016
320	Ortega-Calderon, Luis	09/23/1999	05/24/2018
320	Pinedo, Gonzalo	04/07/1996	05/24/2018
320	Corral, Miguel Tito	08/01/2019	07/08/2019
320	Vallejo Martinez, Fernando	09/02/2021	08/25/2021
320	Santiago, Joseph V	10/04/2021	09/21/2021
320	Gomez Encinas, Javier G	11/08/2021	10/25/2021
320	Munguia, Efrain	01/24/2022	01/18/2022
320	Zavala, Ivan	06/10/2022	05/05/2022
320	Escobar Noyola, Juan Heriberto	07/18/2022	07/07/2022
320	Romo, Paul Anthony	08/02/2022	07/20/2022
320	Lacayo Perez, Bryan Antonio	08/29/2022	08/10/2022
320	Gomez Martinez, Daniel	10/10/2022	09/19/2022
320	Diaz Ramirez, Hector Antonio T	11/29/2022	10/27/2022
320	Rincon, Cristian	12/12/2022	11/29/2022
320	Cortes Sanchez, Enrique	01/30/2023	01/06/2023
320	Shelevy, Maniel Elmer	02/13/2023	01/25/2023
320	Diaz, Richard	02/27/2023	01/27/2023
320	Tovar, Juan Carlos	02/13/2023	01/27/2023
320	Salgado, James	04/23/2012	04/12/2023
320	Calderon Angel, Juan Alberto	08/14/2023	07/12/2023
320	Molina, Marco Antonio	09/25/2023	08/07/2023
320	Villela, Stephen Bernal	03/18/2019	04/16/2024
320	Sanchez, Luis Miguel	09/30/2024	09/13/2024
320	Andrade, Brian	11/11/2024	10/28/2024
320	Fasil, Canille Renee	07/28/2025	06/25/2025
320	De La Torre Jr., Jaime	07/18/2022	07/01/2025

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Home Department Code	Last Name, First Name	Hire Date	DOJ Live Scan Date
320	Gomez, Juan	07/28/2025	07/02/2025
325	Sandoval Avila, Jesus	08/26/2012	05/21/2016
325	Shamon, Rimon	03/09/2015	05/21/2016
325	Arreola Canal, Jose J	01/29/2001	05/24/2016
325	Cruz Morales, Hector Alfredo	03/24/2008	05/24/2016
325	Bates, John Harvey	08/12/2018	08/04/2018
325	Martinez, Anthony	11/29/2021	10/12/2021
325	Rojas Torres, Omar	01/28/2022	01/11/2022
325	Aguilar, Osbaldo	02/18/2022	02/04/2022
325	Simien Jr., Danyel Regnier	08/29/2022	08/08/2022
325	Rodriguez Jr., Jesus	10/10/2022	09/28/2022
325	Cortes Garcia, Miguel	07/10/2023	06/01/2023
325	Gomez, Louis Perez	03/25/2024	03/07/2024
325	Tolentino, Noel	09/03/2024	07/05/2024
325	Aguilar, Edgar	04/14/2025	03/31/2025
325	Ochoa, Gilbert	05/27/2025	04/25/2025
325	Martinez, Jorge Antonio	06/02/2025	05/15/2025
325	Santa Maria, Miguel	07/01/2025	06/24/2025
325	Acevedo, Ruben	07/28/2025	07/02/2025
325	Arreola, Miguel Eduardo	08/18/2025	07/16/2025
325	Carter, Benjamin Deandre	08/15/2022	07/29/2025
325	Watson, Kawika Kaeo	08/25/2025	08/14/2025
325	Raymundo Aquino, Mario R	09/15/2025	08/16/2025
325	Bojorquez, Richard Josue	10/13/2025	09/10/2025
325	Lopez Madrigal, Enrique	09/29/2025	09/18/2025
325	Gonzalez, Humberto	08/21/2023	09/24/2025
325	Herrera, Zachary Tyler	12/30/2025	12/19/2025
325	Aguilera, Sincere Poittier	01/12/2026	01/07/2026
330	Sanchez, Juan Carlos	10/01/1997	05/24/2016
330	Lopez Velasquez, Agustin	07/10/2006	05/26/2016
330	Rauda, Rafael W.	05/14/2007	05/26/2016
330	Lezama, Eleazar	08/22/2003	05/27/2016
330	Clark, Cody Scott	08/08/2021	07/21/2021
330	Hanks, Matthew Lee	07/25/2022	07/12/2022
330	Ucles Nolasco, Rosmel Omar	06/26/2023	06/06/2023
335	Leon, Daniel	08/23/1999	05/27/2016
335	Rivera, Jesus	09/18/2000	05/27/2016
335	Hernandez-Esqueda, Jose Javier	03/26/2007	06/01/2016
340	Laurino, James Joseph	02/13/2023	01/27/2023
340	Prado, Gabriel Luis	03/27/2023	03/02/2023
340	Estevez Gonzalez, Leovigildo	03/27/2023	03/16/2023

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Home Department Code	Last Name, First Name	Hire Date	DOJ Live Scan Date
340	Ramirez, Salvador	06/12/2023	06/05/2023
340	Sillas Ruiz, Francisco Javier	03/18/2024	03/06/2024
340	Pais, Jose I	08/13/2025	08/01/2025
345	Cardenas, Jose Luis	05/16/2022	03/14/2022
345	Zarco Noriega, Jonathan A	11/27/2023	10/27/2023
345	Ramirez, David	08/02/2022	07/05/2024
345	Cadenas Lopez, Jesus A	08/04/2025	07/10/2025
345	Villegas, Felix J	08/04/2025	07/11/2025
345	Mcteer, Jason A	08/04/2025	07/16/2025
350	Henriquez Sermeno, Rafael A	08/13/2012	05/21/2016
350	Menjivar, Gerardo Antonio	12/27/2012	05/21/2016
350	Chavez Espitia, Joel	08/14/2000	05/27/2016
350	Loza Chavez, Jose E	06/26/2017	10/12/2016
350	Perez, David De Jesus	10/31/2022	10/20/2022
350	Garcia, Fernando	01/03/2023	12/13/2022
350	Estrada, Carlos Ariel	06/10/2024	05/23/2024
350	Quintero, Carlos C	09/08/2025	08/18/2025
350	Ortiz, Martin	09/04/2025	08/27/2025
355	Madrid, Mark Daniel	10/04/2021	09/09/2021
355	Crawford, Charston Richard	03/06/2024	02/15/2024
355	Cruz, Fernando	06/10/2024	05/28/2024
355	Ponce, Enrique	07/15/2024	06/20/2024
355	Garcia, Guillermo Jr	09/30/2024	09/10/2024
355	Ramirez, Jeffrey	12/09/2024	11/06/2024
355	Gomez, Fabian Isaax	01/13/2025	12/02/2024
355	Fuentes, Humberto	02/03/2025	01/16/2025
355	Cazares Jr, Salvador	12/05/2011	05/08/2025
355	Aguirre Valadez, Abraham	08/06/2025	07/10/2025
355	Barajas, Adrian	08/25/2025	08/13/2025
978	Sanchez, Alberto	12/12/2016	11/11/2016
978	Smith, Ryan Vincent	07/20/2020	03/11/2020
978	Nguyen, Trong Nghia	06/21/2022	06/15/2022
980	Eaton, Reginald Anthony	08/27/2014	07/05/2016
980	Garza, Enrique Daniel	09/12/2016	08/31/2016
980	Reyes, Jose Trinidad	12/04/2016	11/30/2016
980	Arellano, Angel	05/31/2016	03/12/2018
980	Gonzales, Michael C.	08/13/2018	08/02/2018
980	Solorio Silva, Miguel Angel	08/20/2018	08/08/2018
980	Witherspoon, Darryl	08/01/2019	07/12/2019
980	Singh, Sukhdev	08/28/2019	08/19/2019
980	Hernandez, Roman Israel	08/11/2021	07/29/2021
980	Griffin, Jashawn Robert	03/14/2022	02/24/2022

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Home Department Code	Last Name, First Name	Hire Date	DOJ Live Scan Date
980	Forrester, Jay Donald	05/15/2022	03/24/2022
980	Solis, Richard Arthur	07/11/2022	08/11/2022
980	Hodges, Demetrius Phashun	02/27/2023	02/07/2023
980	Gomez, Esteban Martin	03/06/2023	02/20/2023
980	Venerable, Vernon Lemans	08/15/2023	08/08/2023
980	Sengdara, Sayyann	08/21/2023	08/11/2023
980	Ellis, Christopher Ronald	09/05/2023	08/28/2023
980	Flores, Raul	09/18/2023	09/08/2023
980	Song, Jay C	11/27/2023	11/06/2023
980	Hernandez Mendiola, Katarina Mart	03/18/2024	03/07/2024
980	Chadwick, Brandon James	03/25/2024	03/11/2024
980	Martinez Ortiz, Jesus	07/01/2024	06/03/2024
980	Johnson, Ericka	07/17/2024	07/15/2024
980	Vang, Khao	12/09/2024	12/03/2024
980	Barrios, Efrain	01/06/2025	12/20/2024
980	Forgues, Scott	03/31/2025	03/19/2025
980	Vazquez Tapia, Monica G	12/09/2024	03/20/2025
980	Zamudio, Fabian	11/04/2024	03/20/2025
980	Vasquez Lucero, Cesar	05/05/2025	04/21/2025
980	Ayon, Luis	07/28/2025	07/10/2025
980	Camarena Lupercio, Salvador Guada	04/22/2019	07/10/2025
980	Kchong, Adam	07/25/2025	07/15/2025
980	Walizada, Khalil	07/24/2025	07/16/2025
980	Gomez, Christina	07/24/2025	07/18/2025
980	Figueira, Michael J	07/25/2025	07/21/2025
980	Hearn, Julian	07/29/2025	07/21/2025
980	Ocegura, Raymond Jesse	07/28/2025	07/21/2025
980	Moore, Nickole Cavinell	07/28/2025	08/12/2025
980	Sandoval, Hernesto	09/15/2025	08/29/2025
980	Ramirez Leon, Adelia	10/16/2023	09/02/2025
980	Tlatelpa Cortes, Josue	06/12/2022	09/11/2025
980	Casillas, Alfred R	10/06/2025	09/29/2025

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## Attachment B

### Form for Certification of Lack of Felony Convictions

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

Entity Name: Gold Star Foods, Inc.  
Date of Entity's Contract with District: March 26, 2026  
Scope of Entity's Contract with District: Grocery Products

I, John Cho [insert name], am the E.V.P. of Revenue Management [insert "owner" or officer title] for Gold Star Foods, Inc. [insert name of business entity] ("Entity"), which entered a contract on March 26, 2026, with the District for 26-17NS GROCERY PRODUCTS

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: March 26, 2026

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

Typed Name: John Cho

Title: E.V.P. of Revenue Management

Entity: Gold Star Foods, Inc.

**Certificate Of Independent Price Determination - Attachment "9"**  
**To Be Submitted With Bid**

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


Gold Star Foods, Inc.		Oakland Unified School District
Name of Bidder		Name of SFA

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

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

\_\_\_\_\_

\_\_\_\_\_

	John Cho	E.V.P. of Revenue Management	March 26, 2026
Signature of Bidder's Authorized Representative		Title	Date

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

Signature of SFA's Authorized Representative		Title	Date

**Suspension And Debarment Certification - Attachment "10"**  
**To Be Submitted With Bid**

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

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

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

**(Before Completing Certification,  
Read Instructions on the Following Page)**

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


Oakland Unified School District  
Name of School Food Authority

26-173NS GROCERY PRODUCTS  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant): Gold Star Foods, Inc.

John Cho  
Printed Name

E.V.P. of Revenue Management  
Title

  
Signature

March 26, 2026  
Date

**Do Not Submit This Form. Retain With the Applicable Contract or Bid Responses.  
Instructions For Certification**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$150,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Certification Regarding Lobbying - Attachment "11"

### To Be Submitted With Bid

**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 Bid, contract renewal or extension when the contract exceeds \$100,000.**

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:	Agreement Number:	
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:
OR		
Name of Vendor: Gold Star Foods, Inc.		
Printed Name and Title: John Cho, E.V.P. of Revenue Management	Signature:	Date: March 26, 2026

## Disclosure Of Lobbying Activities- Attachment "12"

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

<p><b>1. Type of Federal Action:</b></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing b. material change</p> <p><b>For material change only:</b> Year _____ quarter _____</p> <p>Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>_____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, <i>if known</i>: <span style="font-size: 2em; color: blue;">N/A</span></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, <i>if known</i>:</b></p>	<p><b>9. Award Amount, <i>if known</i>:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b> <i>(if Individual, last name, first name, MI):</i></p>	<p><b>10. b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p><small>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small></p>	<p><b>Signature:</b> </p> <p><b>Print Name:</b> John Cho</p> <p><b>Title:</b> E.V.P. of Revenue Management</p> <p><b>Telephone No.:</b> (909) 843-9600</p> <p><b>Date:</b> March 26, 2026</p>	
<p><b>Federal Use Only</b></p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

## Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities

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

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

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

## Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "13"

### To Be Submitted With Bid

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

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

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

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

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

**Option #1: Certification**

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

Vendor Name/Financial Institution (printed)	BTRC (or n/a)
Gold Star Foods, Inc.	26-1340567
By (Authorized Signature)	
Print Name and Title of Person Signing	
John Cho, E.V.P. of Revenue Management	
Date Executed	City Approval (Signature) (Print Name)
March 26, 2026	

**Option #2: Exemption**

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

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

## **Good Food Purchasing Resolution - Attachment "14"**

### **Resolution Of the Board of Education Oakland Unified School District Resolution No. 1617-0079**

#### **Oakland Unified School District District Commitment - Good Food Purchasing Policy/Program**

WHEREAS, the Oakland Unified School District ("OUSD" or "District") procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland's Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland ("RSLO") Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO's recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD's healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014,

which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

## Good Food Purchasing Bidding Vendor Pledge - Attachment "15"

### To Be Submitted With Bid

Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- Communicating our participation in the Good Food Purchasing Program to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
- Establishing supply chain accountability and a traceability system to verify sourcing commitments, and sharing this information with us when requested.
- Complying with due diligence reporting requirements to assess baseline purchases and measure annual progress. As part of The District's commitment to the Good Food Purchasing Program, The District collects specific data for the Center for Good Food Purchasing to analyze and assess compliance with and successes in increasing the amount of good food procured.
- Proposing vendor commits to submitting the following due diligence reporting requirements on an annual basis:
  - Time period of purchase (such as month and year, or range of months)
  - Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
  - Brand (if applicable)
  - Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
  - Vendor item number
  - Manufacturer product code (if applicable)
  - UPC code (if applicable)
  - Product description
  - Known certifications (if applicable)
  - Pack size
  - Quantity purchased and UOM
  - Net weight per quantity (in lbs)
  - Total weight (in lbs)
  - Cost per unit
  - Total cost per quantity purchased
  - Total dollar value spent for all food items purchased as part of this contract
- Working with us to complete a baseline purchasing assessment of food procurement practices for analysis by the Center for Good Food Purchasing.
- Working with us to annually increase the procurement of food aligned with the core values of the Good Food Purchasing Program.
- Seeking to bring us new products that demonstrate innovation and progress as it relates to the Good Food Purchasing Program

Date: March 26, 2026

Name of bidding company: Gold Star Foods, Inc.

Name and title of representative signing: John Cho, E.V.P. of Revenue Management

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

## Buy American Certification Form - Attachment "16"

To Be Submitted With Proposal

BUY AMERICAN PROVISION (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities at Oakland Unified School District to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports Oakland Unified School District working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Child Nutrition Services (SNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to Oakland Unified School District located in the forty-eight contiguous United States and is one of the procurement standards Oakland Unified School District Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by Oakland Unified School District.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test, which defines the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date March 26, 2026

Vendor Name Gold Star Foods, Inc.

Completed By [Signature] John Cho  
E.V.P. of Revenue Management

### Non-Domestic Food Products Limitation

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, Bidder must submit in writing to the District, a minimum of 30 days in advance of delivery. The request must include the following:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
  - (a) Price of the domestic food alternative substitute(s); and
  - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.





## BUY AMERICAN CERTIFICATION

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

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States. There are two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

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

BRAND	PRODUCT DESCRIPTION	COUNTRY OF ORIGIN	DOMESTIC PRICE	NON-AMERICAN PRICE	REASON FOR WAIVER
EX: JACKPOT	SL BLACK OLIVES	EGYPT, PORTUGAL	N/A	\$ 67.00	No Domestic Product Available
PACIFIC SPICE	CUMIN SEED GROUND	INDIA, SYRIA, TURKEY, CHINA	N/A	\$ 9.58	No Domestic Product Available
PACIFIC SPICE	GROUND OREGANO	MEXICO	N/A	\$ 8.49	No Domestic Product Available
SIMPLOT	VEG BLEND ONION AND PEP FAJITA	USA OR MEXICO	N/A	\$ 41.23	No Domestic Product Available
PACIFIC SPICE	GARLIC POWDER	CHINA	N/A	\$ 9.09	No Domestic Product Available
MCCORMICK	PAPRIKA CLASSICS	CANADA	N/A	\$ 6.65	No Domestic Product Available
COLAVITA	OIL CANOLA/ VIRGIN OLIVE BLEND	CANADA	N/A	\$ 101.65	No Domestic Product Available
TAJIN	SEASON LS TAJIN PACKETS	MEXICO	N/A	\$ 55.75	No Domestic Product Available
DEL SOL	SLICED JALAPENOS	MEXICO	N/A	\$ 32.37	No Domestic Product Available
SIMPLOT	SOYBEAN WHOLE EDAMAME	CHINA	N/A	\$ 34.04	No Domestic Product Available
TRINITY DISTRIBUTION INC.	FZN EDAMAME SHELLS IW	CHINA	N/A	\$ 27.93	No Domestic Product Available
LA VICTORIA	SALSA SUPREMA	MEXICO	N/A	\$ 62.20	No Domestic Product Available
SIMPLOT	SOYBEAN SHELLS EDAMAME 6/2.5LB	CHINA	N/A	\$ 36.95	No Domestic Product Available

\_\_\_\_\_  
 Name of Contractor  
 \_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date  
 John Cho, E.V.P. of Revenue Management  
 \_\_\_\_\_  
 Title

## Clean Air Certification - Attachment "17"

### To Be Submitted With Proposal

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, Inc.

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).

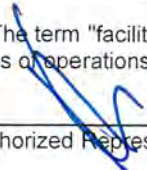
B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

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.

  
\_\_\_\_\_  
Authorized Representative                      Title                      Date

John Cho, F.V.P. of Revenue Management      March 26, 2026

## Itemized Bid List - Attachment "18"

### To Be Submitted With Proposal

This attachment is provided as a separate spreadsheet. Please use the [Item List Link](#) to get to the item list spreadsheet.

#### Item List Link:

<https://docs.google.com/spreadsheets/d/1upHE2XR0DiSOFTA1S5LzyTyUfHiWZDXzR4V86IOgYU0/edit?gid=0#gid=0>

Please note, pricing must be submitted in Excel or Google Sheet format. The Item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

1. Click "File" in the top left corner.
2. Choose either "Download" or "Make a Copy".
3. Add your company name to the file name.
4. Bidder must indicate item name, variety of item offered, description of item offered, Buy American information, Pack and Unit details prices and any additional notes pertaining to each item.
5. OUSD requires Pack information breakdown in order to effectively compare pricing across vendors with different Pack sizes. Please accurately fill out all pack size information.
6. Instructions for entering your data into your downloaded document to be submitted with your proposal.

#### Terms to Know

**Item Description:** Standard description. You may enter in any format.

**Vendor Pack Size Offered:** Describes the shipped Pack. Examples include:

- 4/1GAL Case (e.g. 4 one gallon bottles of soy sauce per case)
- 96/1oz Case (e.g. Case of 96 Granola Bars)
- 4/7.72LB Case (e.g. Case of 4 7.72 LB bags of Chicken Strips)

**Vendor Pack Type:** What is the Pack Format (Case, Bag, Bucket, Etc)

**Vendor Pack Unit:** Must Match District Pack Unit. This is the unit your pack is made up from.

For example:

- 4/1GAL Case of Soy Sauce, the Pack Unit is 1 Gallon
- A 96/1oz Case of 1oz Granola Bars, the Pack Unit is Each (1 Granola Bar is one Each)
- A 4/7.72LB Case of Chicken Strips, the Pack unit is 1 LB

**Vendor Number of Pack Units/Pack:** This is how many pack units make up the pack offered. (4 for the soy sauce example, 96 for the granola bars, 30.88lb for the chicken strips, etc) If the vendor typically uses a different unit than the district, the vendor must convert to provided units. For example, if the district uses LB and the vendor typically uses EACH to describe a case, the vendor must provide a number of LBS in a case.

**Please initial each paragraph and return with your bid.**

\*I understand that I need to complete all blue cells on the Item List.

Initial:   *JS*  

\*I understand that the Notes column should be used to indicate if the item I am bidding is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. I understand that all items will be expected to be stocked and available for delivery on the next delivered order unless they are noted as special order.

Initial: AS

\*I understand that my bid needs to include the price specific to the month offered.

Initial: AS

\*I understand that I need to note in the American Grown if items are grown outside of the USA and the justification for sourcing outside the USA.

Initial: AS

\*I understand that the completed item list may be submitted in PDF version but MUST also be submitted in spreadsheet format (Excel or Google Sheet).

Initial AS

I understand the original sheet is not to be edited by the Bidder, nor will the Bidder be given editing permissions. A copy of the sheet must be made, named to represent the bidder, and submitted.

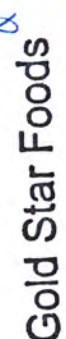
Initial: AS

Product List - Gold Star Foods, Inc.

Product Name	SKU	Case	Unit	Weight	Volume	Case Qty	Unit Qty	Case Price	Unit Price	Product Description	Brand	Manufacturer	Country of Origin	Product Type	Product Code	Product Weight	Product Volume	Product Dimensions	Product Weight (lb)	Product Volume (qt)	Product Dimensions (in)	Product Weight (kg)	Product Volume (l)	Product Dimensions (cm)	Product Weight (oz)	Product Volume (fl oz)	Product Dimensions (in)	Product Weight (g)	Product Volume (ml)	Product Dimensions (mm)
EXTRA L. Soy Beans	1234	CS	24	1.5	36	1	24	\$10.00	\$0.42	EXTRA L. SOY BEANS	Gold Star Foods	USA	Other	1234	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	
EXTRA L. Soy Beans	1234	CS	24	1.5	36	1	24	\$10.00	\$0.42	EXTRA L. SOY BEANS	Gold Star Foods	USA	Other	1234	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	
EXTRA L. Soy Beans	1234	CS	24	1.5	36	1	24	\$10.00	\$0.42	EXTRA L. SOY BEANS	Gold Star Foods	USA	Other	1234	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	
EXTRA L. Soy Beans	1234	CS	24	1.5	36	1	24	\$10.00	\$0.42	EXTRA L. SOY BEANS	Gold Star Foods	USA	Other	1234	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	

Product List - Gold Star Foods, Inc. (Continued)

Product Name	SKU	Case	Unit	Weight	Volume	Case Qty	Unit Qty	Case Price	Unit Price	Product Description	Brand	Manufacturer	Country of Origin	Product Type	Product Code	Product Weight	Product Volume	Product Dimensions	Product Weight (lb)	Product Volume (qt)	Product Dimensions (in)	Product Weight (kg)	Product Volume (l)	Product Dimensions (cm)	Product Weight (oz)	Product Volume (fl oz)	Product Dimensions (in)	Product Weight (g)	Product Volume (ml)	Product Dimensions (mm)
EXTRA L. Soy Beans	1234	CS	24	1.5	36	1	24	\$10.00	\$0.42	EXTRA L. SOY BEANS	Gold Star Foods	USA	Other	1234	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	
EXTRA L. Soy Beans	1234	CS	24	1.5	36	1	24	\$10.00	\$0.42	EXTRA L. SOY BEANS	Gold Star Foods	USA	Other	1234	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	
EXTRA L. Soy Beans	1234	CS	24	1.5	36	1	24	\$10.00	\$0.42	EXTRA L. SOY BEANS	Gold Star Foods	USA	Other	1234	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	
EXTRA L. Soy Beans	1234	CS	24	1.5	36	1	24	\$10.00	\$0.42	EXTRA L. SOY BEANS	Gold Star Foods	USA	Other	1234	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	1.5	36	11.5 x 7.5 x 11.5	













GOLD STAR FOODS

## OAKLAND UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL  
#26-173NS GROCERY PRODUCTS  
DUE DATE: MARCH 26, 2026 BY 2:00 PM (PST)

**PRODUCT SPECIFICATIONS WILL BE INCLUDED IN A ZIP  
FILE.**

**THE School Nutrition Supply Chain™**

(800) 540-0215 | [goldstarfoods.com](https://goldstarfoods.com) |   @goldstarfoods  
2855 E Guasti Rd, 6th floor // Ontario, CA 91761



A GS Foods Group  
Company

# CITY OF ONTARIO

2025 - 2026

## BUSINESS LICENSE

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

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

<b>Business Name</b>	GOLD STAR FOODS	<b>License Number</b>	12403584
<b>Business Location</b>	3781 E AIRPORT DR ONTARIO, CA 91761-1558	<b>Business Type</b>	WHOLESALE BUSINESS
<b>Business Owner(s)</b>	GOLD STAR FOODS, INC. DAN MADSEN	<b>Effective Date</b>	July 01, 2025
		<b>Expiration Date</b>	June 30, 2026

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



**Conditions**                    WAREHOUSE DISTRIBUTION OF FOOD (REFRIGERATED) TO SCHOOLS.

GOLD STAR FOODS :

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

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

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



LICENSING DIVISION  
303 EAST B STREET  
ONTARIO, CA. 91764-4196



**City of Ontario  
BUSINESS LICENSE**

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

**License Number:**        12403584

**Date of Issue:**            07/01/2025

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
4305 SANTA FE AVE  
VERNON, CA 90058  
(323) 826-1448  
HEALTH@CITYOFVERNONCA.GOV



## PUBLIC HEALTH PERMIT

VALID FROM 07/01/2025 TO 06/30/2026

### PERMITTEE INFORMATION

PERMITTEE NAME	GOLD STAR FOODS, INC.
----------------	-----------------------

### FACILITY INFORMATION

FACILITY ID	NAME	ADDRESS
FA0001288	GOLD STAR FOODS, INC.	3781 E AIRPORT DR ONTARIO, CA 91761

### PERMIT DETAILS

RECORD ID	PE	DESCRIPTION	UNITS
PR0002181	1501	WHOLESALE FOOD VEHICLE	5

This permit is provisional and may be denied, suspended, or revoked by the Director or their designee for any violation of applicable laws or regulations. Issuance of this permit does not exempt the owner or operator from complying with all relevant federal, state, county, or local laws, ordinances, or regulations. It is the responsibility of the owner or operator to determine whether additional permits or approvals are required from other agencies or departments. Issuance of this permit does not limit the City's authority to enforce any applicable laws or address violations.

**Request for Taxpayer  
 Identification Number and Certification**  
 Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  <b>GOLD STAR FOODS, INC</b>
	<b>2</b>	Business name/disregarded entity name, if different from above.
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____
	<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions. <b>3781 EAST AIRPORT DR</b>
	<b>6</b>	City, state, and ZIP code <b>ONTARIO, CA 91761</b>
<b>7</b>	List account number(s) here (optional)	
		Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person <i>Maria Ramos</i>	Date <i>1/1/2026</i>
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**General Instructions**

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

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

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**GOLD STAR FOODS**

**GOLD STAR FOODS - CALIFORNIA  
USDA FOODS VALUE PASS-THRU SYSTEMS (VPT)  
SY 2026-2027**

Abbr	MFG No.	VENDOR NAME	Clearing House	NOI	F F S	CLOSED SKU NOI	Multiple VPT	NOTES:
	100000	20TH CENTURY	Direct	X				
AFP	100917	ALBIE'S FOODS	K12	X				
ALF	101122	ALPHA FOODS	PL	X				
ARD	100033	ARDELLA'S	PL	X				
BCF	100758	BAKE CRAFTERS	PL	X				
BAF	116388	BASIC AMERICAN	K12	X				
BON	100912	BONGARDS CREAMERY	PL	X				
BWF	101011	BROOKWOOD FARMS	PL		X			FFS: PORK/TURKEY
BVF	100069	BUENA VISTA	PL	X				
BBL	505007	BUTTERBALL, LLC	PL	X				
	NEW	CAHOON FARMS		X				
CKS	100508	CARGILL KITCHEN (Sunny Fresh)	PL	X				
CAV	505042	CAVENDISH FARMS	K12	X				
CFP	110603	CHANNEL FISH PROCESSING	PL	X				
CHF	115134	CHEF'S CORNER	PL	X				
CCC	116466	CHERRY CENTRAL COOPERATIVE	PL	X				

**THE School Nutrition Supply Chain™**

(800) 540-0215 | goldstarfoods.com | @goldstarfoods  
2855 E Guasti Rd, 6th floor // Ontario, CA 91761



A GS Foods Group Company



**GOLD STAR FOODS**

TFS	1011 48	CLASSIC DELIGHT INC	K12	X			
CGF	1002 32	CONAGRA FOODS (Gilardi)	K12	X			
DMF	1175 28	DEL MONTE FOODS CORPORATION II INC	PL	X			
DRF	1009 39	Del Real Foods	PL	X			
DLF	1001 66	DON LEE FARMS	PL			X	NOI: CHEESE C/S NOI: BEEF/PORK
EFG	1172 27	ELYSIUM FOOD GROUP	PL	X			
ESE	1001 89	ES FOODS (Eastide Entrees)	K12	X			
FOF	1002 06	FOSTER FARMS	K12	X			
	1151 19	GARDEN BANNER	Direct	X			
GCF	1167 88	GOLD CREEK FOODS	PL	X			
GKS	1002 38	GOLD KIST FARMS (Pilgrim's Pride)	PL	X			
HLF	1002 14	HIGH LINER FOODS	PL	X			
JTS	5059 46	HORMEL FOODS	K12	X			
HRF	5056 64	HOUSE OF RAEFORD	PL	X			
IDA	1009 37	IDAHOAN FOODS, LLC	PL	X			
IFS	1002 55	INTEGRATED FOODS SERVICE	PL			X	NOI: CHEESE; FFS: BEEF; CLOSED SKU: COMBO BEEF/CHEESE

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Company



# GOLD STAR FOODS

AFS	1011 63	INTERNATIONAL FOOD SOLUTIONS	K12				X	NOI: CHICKEN C/S NOI: BEEF/PORK
JJS	1002 71	J & J SNACK FOODS	K12	X				
SMU	1003 67	J.M. SMUCKERS	K12	X				
JTM	1002 78	JTM FOOD GROUP	K12				X	NOI: CHEESE/TURKE Y/TOMATO PASTE; C/S NOI: BEEF/PORK
KHC	1002 53	KRAFT HEINZ FOODS CO.	PL	X				
	1003 29	LAMB WESTON		X				
LOL	1003 07	LAND O' LAKES	PL	X				
MRS	5055 41	MAID-RITE SPECIALTY FOODS	K12			X		FFS: BEEF/PORK
MCC	1003 39	McCAIN FOODS	PL	X				
MCI	1003 40	MCI FOODS (Los Cabos)	K12	X				
MBS	1009 10	MICHAEL B's (Bestway)	PL	X				
MFS	1003 45	MICHAEL FOODS	K12	X				
	5055 75	MICKEY'S BRANDS		X				
NAR	1009 59	NARDONE BROS	PL	X				
NFG	1008 10	NATIONAL FOOD GROUP	PL	X				
	NEW	NATIVE AMERICAN		X				
	NEW	NORTHEAST APPLE COMPANY		X				

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Company



# GOLD STAR FOODS

PTF	1011 16	PETERSON FARMS	K12	X				
PVF	1169 18	PROVIEW (TASTY BRANDS)	PL	X				
RED	1004 39	RED GOLD	K12	X				
CHK	1009 79	RICH CHICKS, LLC	PL	X				
RCH	1004 41	RICH'S PRODUCTS	PL	X				
	1778 72	ROADRUNNER PIZZA		X				
RAS	1004 52	ROSE & SHORE	PL			X		NOI: CHEESE; C/S NOI: MEAT ITEMS
SFF	1169 00	S & F FOODS	K12	X				
SAP	1004 29	S.A. PIAZZA PIZZA	PL	X				
	NEW	SAL'S PIZZA		X				
	NEW	SCHMIDT BAKING		X				
SCH	1778 70	SCHWAN'S FOOD SERVICE	PL	X				
TAB	1003 93	TABATCHNICK FINE FOOD INC	PL	X				
TSB	1151 01	TASTY BRANDS	PL	X				
		TASTY PIZZA	PL	X				
TAF	1009 22	TAYLOR FARMS	K12	X				
TRC	1005 24	TONY ROBERTS	K12	X				
TSC	1151 04	TRIDENT SEAFOOD	PL	X				
TYS	1005 30	TYSON FOODS	K12			X		NOI: CHEESE/CHICKE N; C/S NOI: BEEF/PORK

## THE School Nutrition Supply Chain™

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A GS Foods Group  
Company



**GOLD STAR FOODS**

VEL	1001 57	VELMAR FOODS (Arizona Gold)	PL	X				
WA W	1005 54	WAWONA FROZEN FOODS	PL	X				
LNG	1003 19	YANGS 5th TASTE (Ling's)	PL	X				

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U.S. DEPARTMENT OF AGRICULTURE  
 AGRICULTURAL MARKETING SERVICE  
 FAIR TRADE PRACTICES PROGRAM,  
 P.A.C.A. DIVISION  
 NATIONAL LICENSE CENTER  
 1400 Independence Ave SW  
 Room 1510 Stop 0242  
 Washington DC, 20250-0242  
 (800) 495-PACA

LICENSE CERTIFICATE  
 (Issued Under the Perishable Agricultural  
 Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO. 20080604    2. ANNIVERSARY DATE 03-11-2025    3. TYPE OF BUSINESS FRESH AND FROZEN    4. NATURE OF BUSINESS WHOLESALE DEALER    5. OWNERSHIP TYPE CORPORATION    6. NO. OF BRANCHES 1

ATTN: GOLD STAR FOODS INC  
 GOLD STAR FOODS INC  
 P O BOX 4328  
 ONTARIO, CA 91761-8828

*Read  
 "NOTICE TO LICENSEE"  
 on reverse side*

*LICENSEE:  
 Please examine this  
 Certificate for accuracy.  
 Report errors to P.A.C.A.  
 Office at above address*

BUS: 3781 E AIRPORT DR  
 ONTARIO, CA 91761-1558

Phone: (909) 843-9600    Fax: (909) 843-9659

Email: SCOTT@GOLDSTARFOODS.COM

EIN: 26-1340567

STATE IN WHICH INCORPORATED OR FORMED: DE

DATE INCORPORATED: 10-30-2007

PRINCIPALS - OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)

TITLE

SEAN LEER

CHIEF EXECUTIVE OFFICER

CHRISTOPHER SALMON

VICE PRESIDENT

GOLD STAR FOOD SERVICE LLC

STOCKHOLDER

SERGE LEHENAFF

CHIEF FINANCIAL OFFICER

MULTIPLE TRADE NAMES AND BRANCHES :


GOLD STAR FOODS INC

DIXON

CA

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231  
 (10-02)  
 CG: HFDL

  
 DEPUTY ADMINISTRATOR, FAIR TRADE PRACTICES PROGRAM

LICENSE  
 AMENDED  
 03-27-2024

## NOTICE TO LICENSEE

This license covers transactions conducted only by the licensee to whom issued.

Licensees are required to promptly notify the Department of any changes to their license. This includes change of address, changes to principals, branches and trade names. More than one trade name may be used by an entity and covered by the same licensee after approval by the Department of Agriculture.

When there are any changes in ownership of a business, an additional or withdrawal of member of a partnership, or in case the business is conducted under a different corporate charter, a new license is required.

Report all changes to:

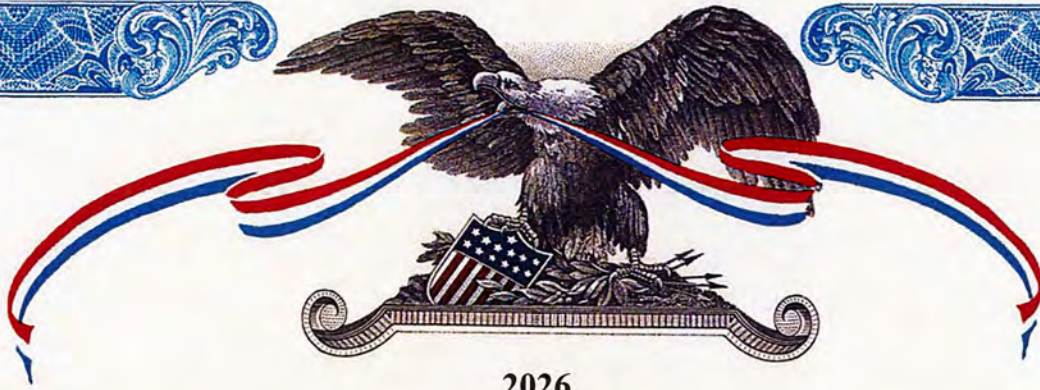
U.S. Department of Agriculture  
Agricultural Marketing Service  
Speciality Crops Program, PACA Branch  
National License Center  
1400 Independence Ave SW RM 1522S  
Washington, D.C. 20250-0242

Questions, call (800) 495-7222 or email [PACALicense@ams.usda.gov](mailto:PACALicense@ams.usda.gov)

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Executive Order 9397 and 7 USC 499, et. Seq., authorize solicitation of information. Disclosure is mandatory to evaluate eligibility of license. Failure to provide information may cause delay in processing the application. Information may be referred to: Department of Justice and other agencies, whether Federal, State, local or foreign responsible for implementing, or for investigation or processing violations of the applicable statute, rule regulation or order; to a court, magistrate, or administrative tribunal; or to a Congressional office in response to constituent's request about his/her records.

FV-231 (04-14) Reverse



2026

## CERTIFICATE OF REGISTRATION

*This certifies that:*

**Gold Star Foods, Inc.**  
**1000 Vaughn Road**  
**Dixon, CA 95620**  
**United States**

is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as currently effective on the date hereof by Registrar Corp:

U.S. FDA Registration No.: **15356727342**  
U.S. FDA UFI (DUNS) No.: **041838524**  
U.S. Registration Agent: **Registrar Corp**  
144 Research Drive, Hampton, Virginia, 23666, USA  
Telephone: +1-757-224-0177 • Fax: +1-757-224-0179

*This certificate affirms that the above stated facility is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as effective by Registrar Corp as of the date hereof, and Registrar Corp will confirm that such registration remains effective upon request and presentation of this certificate until December 31, 2026, unless such registration has been terminated after issuance of this certificate. Registrar Corp makes no other representations or warranties, nor does this certificate make any representations or warranties to any person or entity other than the named certificate holder, for whose sole benefit it is issued. Registrar Corp assumes no liability to any person or entity in connection with the foregoing. The U.S. Food and Drug Administration does not issue a certificate of registration, nor does the U.S. Food and Drug Administration recognize a certificate of registration. Registrar Corp is not affiliated with the U.S. Food and Drug Administration.*

**Registrar Corp**

**144 Research Drive, Hampton, Virginia, 23666, USA**  
**Telephone: +1-757-224-0177 • Fax: +1-757-224-0179**  
**info@registrarcorp.com • www.registrarcorp.com**

  
**David Lennarz**  
**Executive Director**  
**Registrar Corp**

**Dated:** November 17, 2025

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# CERTIFICATE OF REGISTRATION

This is to certify that:

## Gold Star Foods, Inc.

1000 Vaughn Road, Dixon, California, 95620, United States

has been registered by INTERTEK SAI Global as conforming to the requirements of:

## SQF Food Safety Code: Storage and Distribution Edition 9

for the following scope:

Category 26. Storage and Distribution: Frozen Warehouse, Ambient and Refrigerated Warehouse.

**Certificate Number:**

19797

**Date of Audit:**

28 – 29 May 2025

**Date of Next Recertification Audit:**

09 Jun 2026

**Date of Certification Decision:**

08 Jul 2025

**Valid Until:**

23 Aug 2026

**Audit Type:**

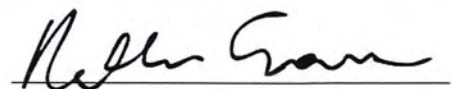
Unannounced



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2144029245



**Rathin Grover**

President, Business Assurance

SAI Global Certification Services Pty. Ltd.  
Level 7 Suite 7.01  
45 Clarence Street  
Sydney NSW 2000  
Australia





# SQF Food Safety Audit Edition 9

Gold Star Foods - Dixon - 19797

## Summary

**Audit Decision**

Certified

**Certificate Number**

19797

**Audit Rating****Decision Date**

July 8, 2025

**Audit Type**

Unannounced

**Recertification Date**

June 9, 2026

**On-Site Audit Dates**

May 28, 2025 - May 29, 2025

**Expiration Date**

August 23, 2026

**ICT Dates**

-

Excellent

**Issue Date**

July 8, 2025

## Facility and Scope

**Gold Star Foods - Dixon - 19797**

1000 Vaughn Road  
DIXON, CA 95620 United States

**Products**

Frozen Warehouse, Ambient and Refrigerated Warehouse.

**Food Sector Categories**

26. Storage and Distribution

**Scope of Certification**

Category 26. Storage and Distribution: Frozen Warehouse, Ambient and Refrigerated Warehouse.

## Certification Body and Audit Team

**Intertek SAI Global**

45 Clarence Street  
Suite 7.01, Level 7  
Sydney, NSW 2000 Australia

**CB#:** 41736

**Accreditation Body:** JASANZ

**Accreditation Number:** Z1440295AS

**Lead Auditor:** Michael Idachaba (C-358807)

**Technical Reviewer:** Agnieszka Glodek (C-374702)

**Hours Spent on Site:** 16

**Hours of ICT Activities:**

**Hours Spent Writing Report:** 8



**WHOLESALE FOOD - OFFICIAL INSPECTION REPORT**

FACILITY NAME GOLD STAR FOODS INC				REINSPECTION DATE Not Specified	INSPECTOR Sumedha Singh	DATE 7/24/2025
LOCATION 3781 E AIRPORT DR, ONTARIO, CA 91761				PERMIT EXPIRATION 6/30/2026	IDENTIFIER: None	
TIME IN 11:56 AM	TIME OUT 1:34 PM	FACILITY ID FA0024615	RELATED ID PR0032008	PE 1865	SERVICE: 001 - INSPECTION - ROUTINE RESULT: 03 - CORRECTIVE ACTION / NO FOLLOW UP RE ACTION: 01 - NO FURTHER ACTION REQUIRED	

**WHOLESALE FOOD - Distributor-Wholesale (50,000-Up SqFt)**

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

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

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

**18K090 Permit - Required**

Compliance Date: Not Specified  
Complied on 7/24/2025  
Violation Reference -

**Inspector Comments:** Observed a vending machine with potentially hazardous food items such as sandwiches and grill chesses without a decal. Operator was instructed to contact the vending machine company (Brec Vending) to obtain a permit / decal or remove the machine from the premises within one week.

Operator was able to provide a photo of the decal from the vending machine company.

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

**18K100 Plumbing - Fixtures**

Compliance Date: Not Specified  
Complied on 7/24/2025  
Violation Reference -

**Inspector Comments:** Observed a severe hot water leak at the mop sink in the front office area. Maintenance stated if the water is turned off it will turn off all the hot water to the restrooms. The facility is scheduled to receive the replacement faucet within a hour and will be able to repair the leak.

Repair and maintain as needed. Pictures were provided of the repaired faucet.

**Violation Description:** Every food processing establishment shall be properly drained and plumbed. All plumbing shall be installed in compliance with local plumbing ordinances and shall be maintained in good repair.

**18K160 Vermin - Exclusion**

Compliance Date: Not Specified  
Not In Compliance  
Violation Reference -

**Inspector Comments:** Observed automatic ramp door non-operational in the warehouse area. Repair ramp door and maintain to prevent the entrance or harborage of vermin in the facility.

Repair shall be completed within 30 days.

**Violation Description:** Where practicable, the doors, windows, and other openings of every producing or distributing establishment shall be shall be constructed or maintained to prevent the entrance or harborage of vermin.

**Overall Inspection Comments**



**WHOLESALE FOOD - OFFICIAL INSPECTION REPORT**

FACILITY NAME GOLD STAR FOODS INC	DATE 7/24/2025
LOCATION 3781 E AIRPORT DR, ONTARIO, CA 91761	INSPECTOR Sumedha Singh

Facility receives, stores and ships various packaged food products to school districts and jails in California.

Pest control is conducted by Western Exterminator Pest Control on a weekly basis. Reports were reviewed on site.

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

Facility has recall procedures in place. Mock recalls are conducted quarterly.

Employee GMP's for hygiene were observed in compliance.

Cleaning and sanitation procedures were reviewed.

Trainings are conducted according to a master schedule.

Holds are stored in a separate area.


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

Inspection conducted with Elena Almonte, Safety Supervisor and Delfino Ortiz, Warehouse Manager.

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

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

Total # of Images: 0

	GOLD STAR FOODS	SQF 2.8 Allergen Management	DOCUMENT # 2.8.1
Document Title: <b>Allergen Management</b>		Revision Date: <b>11/04/2025</b>	
Department: <b>ALL Departments</b>		Revision # <b>9</b>	
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b> <span style="float: right;">Page 1 of 3</span>	


**Purpose.**

The purpose of this plan is to define responsibility and methods used by Gold Star Foods to control allergens and to prevent sources of allergens from contaminating product.

- **Gold Star Foods, Inc Allergène Management Notice**  
*Gold Star Foods – receives, stores, and distributes unexposed, pre-packaged food products ONLY. Any allergen contamination would only occur as a result of an incident that damages and opens a food product case and the sealed food container/bag inside of that case. In the event of an allergen incident, it would be treated as a foreign matter contamination incident. (See 12.7.3)*

Allergen Management program includes:

- i. A risk analysis on all Stored products, to identify potential allergen-causing agents as part of:
  - 2.3.2.1 Incoming Supplies
  - 2.4.3 Food Safety Plan
  - 2.3.2-PSIA Product Sampling, Inspection and Analysis
  - 2.4.5 Product Recoup
- ii. A register of ingredients/products containing allergens identifying the country of manufacture.
- iii. Allergens present in some pre-packaged products in our facility are:
  - Seafood (frozen fish fillets, fish sticks)
  - Peanut (peanut butter, peanut oil)
  - Wheat (bread, coatings, etc.)
  - Milk (butter, non-fat dried milk, milk chocolate)
  - Soy (fortified meat products, soy sauce)
  - Eggs (liquid eggs, hard-boiled eggs)
  - Tree Nuts (almonds, cashews, pecans)
  - Sesame (crackers, breads, bread sticks, burger buns)
- iv. A study of the hazards associated with allergens and their control is conducted as part of 2.4.3 Food Safety Plan. Allergens from all ingredients, including process aids are identified and evaluated in the HACCP ingredient hazard analysis.
- v. Instructions on how to identify, handle store and segregate Stored product’s materials containing allergen causing agents is provided to staff responsible for receiving those target raw materials. Employees receive training in these instructions upon hire and annually. Records of training are maintained.
- vi. The following provisions have been enacted to clearly identify and segregate foods that contain allergen causing agents:
  - Material/ingredient labeling must clearly identify all allergens. The material correctness is verified by the receiving department prior to unloading.

	GOLD STAR FOODS	SQF 2.8 Allergen Management	DOCUMENT # 2.8.1
Document Title: <b>Allergen Management</b>		Revision Date: <b>11/04/2025</b>	
Department: <b>ALL Departments</b>		Revision # <b>9</b>	
Prepared By; <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b> <span style="float: right;">Page 2 of 3</span>	

- Ingredients/Products containing peanuts are stored in a designated area separated from non-allergen and other allergen groups.
- Allergens stored with other allergen groups are kept separated on separate shelves and/or pallets.
- Allergens will be stored in original containers and/or packaging. Partially opened containers containing allergens will be resealed. Containers and/or packaging are to be sealed and secured throughout the storage process.
- Where segregation is not possible, practices will be in place to insure protection against inadvertent cross contamination
- If an allergen is spilled or broken during storage all ingredients, coming in contact with allergen ingredients, will be discarded.

vii. Products are labeled in accordance with regulatory requirements.

viii. Stored product material labeling of those products containing allergenic ingredients are clearly identified as defined in 2.6.1 Product Identification.


ix. Finished Goods and Stored Product's material traceability of those products containing allergenic ingredients is clearly identified as defined in 2.6.2 Product Trace.

#### RECORDS


- Corporate Supplier Approval Records
- Food Safety Plan
- Corporate Item Material Specifications (maintained electronically in the central database)

#### RESPONSIBILITY

The system is managed by the Corporate Director, Occupational & Food Safety, Corporate Safety/HACCP Manager in coordination with the Corporate Inventory Manager.

	GOLD STAR FOODS	SQF 2.8 Allergen Management	DOCUMENT # 2.8.1
Document Title: <b>Allergen Management</b>		Revision Date:	<b>11/04/2025</b>
Department: <b>ALL Departments</b>		Revision #	<b>9</b>
Prepared By: <b>Jaime Anguiano</b>	Approved By: <b>Pedro Osorio</b>	<b>Page 3 of 3</b>	

<b>Revision History</b>			
Rev #	Issue Revision Date	Revised By	Reason for Revision
1	02/24/16	Wayne Warner	New
2	03/18/16	Wayne Warner	Amend procedure for storage of allergens
3	04/19/16	Wayne Warner	Added list of facility allergens
	05/06/17	Jaime Anguiano	Reviewed – No changes
	03/20/18	Jaime Anguiano	Reviewed – No changes
	03/22/19	Jaime Anguiano	Reviewed – No changes
4	04/20/2020	Jaime Anguiano	Change Document # from 2.8.2 to 2.8.1
5	03/19/2021	Jaime Anguiano	Updated document Allergen Management includes
	12/17/2021	Jaime Anguiano	Reviewed – No Changes
6	3/15/2023	Jaime Anguiano	Updated allergen list
7	1/25/2024	Jaime Anguiano	Reviewed – No Changes
8	1/25/2025	Jaime Anguiano	Reviewed no changes
9	11/04/2025	Jaime Anguiano	Reviewed – No Changes

	<b>GOLD STAR FOODS</b>	<b>SQF 12.6</b> <b>Storage &amp; Transport</b>	<b>DOCUMENT # 12.6.1 –</b> <b>12.6.5</b>
<b>Document Title: Receipt, Storage and Handling of Goods, Cold Storage, Freezing, and Chilling of Goods, Storage of Dry Goods, Storage of Hazardous Chemicals and Toxic Substances Used on Site, Loading, Transport, and Staging Practices</b>		<b>Revision Date:</b>	<b>11/11/2025</b>
<b>Department: ALL Departments</b>		<b>Revision #</b>	<b>9</b>
<b>Prepared By: Jaime Anguiano</b>		<b>Approved By: Pedro Osorio</b> <b>Page 1 of 7</b>	

**Purpose.**

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

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

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

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

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

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

- Freezers =/<10 degrees F.
- High Risk Coolers (cheese, yogurt, etc. =<40 degrees F.
- Produce/Low Risk Coolers =/>38 degrees F. <50 degrees F Target 45 degrees F.

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

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

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

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


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

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

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

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

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

	GOLD STAR FOODS	SQF 12.6 Storage & Transport	DOCUMENT # 12.6.1 – 12.6.5
Document Title: <b>Receipt, Storage and Handling of Goods, Cold Storage, Freezing, and Chilling of Goods, Storage of Dry Goods, Storage of Hazardous Chemicals and Toxic Substances Used on Site, Loading, Transport, and Staging Practices</b>		Revision Date:	11/11/2025
Department: <b>ALL Departments</b>		Revision #	9
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	Page 2 of 7

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

**Storage of Equipment and Containers**

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

**Storage of Hazardous Chemicals and Toxic Substances**

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

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

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

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


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

Hazardous chemical and toxic substance storage facilities are:

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

**Alternative Storage and Handling of Goods**

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

	<b>GOLD STAR FOODS</b>	<b>SQF 12.6</b> <b>Storage &amp; Transport</b>	<b>DOCUMENT # 12.6.1 –</b> <b>12.6.5</b>
<b>Document Title: Receipt, Storage and Handling of Goods, Cold Storage, Freezing, and Chilling of Goods, Storage of Dry Goods, Storage of Hazardous Chemicals and Toxic Substances Used on Site, Loading, Transport, and Staging Practices</b>		<b>Revision Date:</b>	<b>11/11/2025</b>
<b>Department: ALL Departments</b>		<b>Revision #</b>	<b>9</b>
<b>Prepared By: Jaime Anguiano</b>		<b>Approved By: Pedro Osorio</b>	<b>Page 3 of 7</b>

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

**Loading, Transport and Unloading Practices**

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

**Loading**

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

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

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

Cleanliness:

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

Odor:

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


Physical Appearance:

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

Presence of Rodents or Insects:

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

Mixture of Contents:

	<b>GOLD STAR FOODS</b>	<b>SQF 12.6</b> <b>Storage &amp; Transport</b>	<b>DOCUMENT # 12.6.1 –</b> <b>12.6.5</b>
<b>Document Title: Receipt, Storage and Handling of Goods, Cold Storage, Freezing, and Chilling of Goods, Storage of Dry Goods, Storage of Hazardous Chemicals and Toxic Substances Used on Site, Loading, Transport, and Staging Practices</b>		<b>Revision Date:</b>	<b>11/11/2025</b>
<b>Department: ALL Departments</b>		<b>Revision #</b>	<b>9</b>
<b>Prepared By: Jaime Anguiano</b>	<b>Approved By: Pedro Osorio</b>	<b>Page 4 of 7</b>	

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

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

**Loading Practices**

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

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

**Transport**

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

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

**Unloading**


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

**Seals/Locked**

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

**Cleanliness:**

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

	<b>GOLD STAR FOODS</b>	<b>SQF 12.6</b> <b>Storage &amp; Transport</b>	<b>DOCUMENT # 12.6.1 –</b> <b>12.6.5</b>
<b>Document Title: Receipt, Storage and Handling of Goods, Cold Storage, Freezing, and Chilling of Goods, Storage of Dry Goods, Storage of Hazardous Chemicals and Toxic Substances Used on Site, Loading, Transport, and Staging Practices</b>		<b>Revision Date:</b>	<b>11/11/2025</b>
<b>Department: ALL Departments</b>		<b>Revision #</b>	<b>9</b>
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Odor:

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

Physical Appearance:

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

Presence of Rodents or Insects:

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

Mixture of Contents:


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

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

Unloading Practices

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

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

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<b>Document Title: Receipt, Storage and Handling of Goods, Cold Storage, Freezing, and Chilling of Goods, Storage of Dry Goods, Storage of Hazardous Chemicals and Toxic Substances Used on Site, Loading, Transport, and Staging Practices</b>		<b>Revision Date:</b>	<b>11/11/2025</b>
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**Package integrity:**

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

**Physical Inspection:**

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

**Load Security:**

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


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

**Responsibility**


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

**Records**

- Receiving Inspection Record
- Shipping Inspection Record

	<b>GOLD STAR FOODS</b>	<b>SQF 12.6 Storage &amp; Transport</b>	<b>DOCUMENT # 12.6.1 – 12.6.5</b>
<b>Document Title: Receipt, Storage and Handling of Goods, Cold Storage, Freezing, and Chilling of Goods, Storage of Dry Goods, Storage of Hazardous Chemicals and Toxic Substances Used on Site, Loading, Transport, and Staging Practices</b>		<b>Revision Date:</b>	<b>11/11/2025</b>
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<b>Revision History</b>			
<b>Rev #</b>	<b>Issue Revision Date</b>	<b>Revised By</b>	<b>Reason for Revision</b>
1	05/11/14	Pedro Osorio	New
2	08/31/15	Pedro Osorio	Update policy
3	01/11/16	Pedro Osorio	Change in procedure and documentation
4	02/25/16	Wayne Warner	Update to procedure and responsibilities
5	05/06/17	Jaime Anguiano	Updated SOP Format
	03/24/18	Jaime Anguiano	Reviewed – No Changes
	02/20/19	Jaime Anguiano	Reviewed – No Changes
	4/28/20	Mike Lapacka	Reviewed – No Changes
6	3/25/21	Jaime Anguiano	Document Title changed to reflect SQF 9 Update
	03/25/2022	Jaime Anguiano	Reviewed – No Changes
	03/25/2023	Jaime Anguiano	Reviewed – No Changes
7.	02/05/2024	Jaime Anguiano	Updated and reviewed policy.
8	1/5/2025	Jaime Anguiano	Updated and reviewed policy
9	11/11/2025	Jaime Anguiano	Updated responsibilities

	<b>GOLD STAR FOODS</b>	<b>SQF 2.7</b> Food Defense and Food Fraud	<b>DOCUMENT # 2.7.1</b>
Document Title: <b>Food Defense</b>		Revision Date:	<b>11/11/2025</b>
Department: <b>ALL Locations</b>		Revision #	<b>13</b>
Prepared By: <b>Jaime Anguiano</b>	Approved By: <b>Pedro Osorio</b>		<b>Page 1 of 6</b>

**Purpose**

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


**Responsibilities and Methods**

**i. Corporate Security Team**

Gold Star Foods INC. has established a Corporate Security Team (CST) 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's (FDA) *Food Defense Self-Assessment Tool for Food Producers, Processors, and Transporters* to determine potential risks on an ongoing basis. The security team members and other key members to be notified are as follows:

**ii.**


<b>NAME</b>	<b>POSITION</b>	<b>CONTACT</b>	<b>RESPONSIBILITIES</b>
Sean C. Leer	CEO	(303) 910-7872	Senior Leader
Derrick Britton	EVP of Operations	(714) 904 - 5634	Senior Leader Backup to CEO
Pedro Osorio	Corporate Director of Occupational Safety and Food Safety / Safety/HACCP Director	(323) 496-7280	Responsible for food defense training.
Jaime Anguiano	Corporate Manager – Occupational and Food Safety	(909) 806 - 9295	Back up to Corporate Director, Food & Occupational Safety
Octavio Salazar	VP of Center of Excellence	(909) 437-9513	Responsible for Overall Site Security Backup to EVP of Operations
Hugo Jimenez	Corporate VP of Supply Chain West Region	(909) 437-9513	Site Coordinator West Region Responsible for overall site security
Corey Berner	VP of Operations Central Region	(985) 351-2647	Site Coordinator Central Region Responsible for overall site security
Alexis Alvarez	Corporate VP of Supply Chain East Region	(951) 963-4336	Site Coordinator East Region Responsible for overall site security
Isaac Cantu	Operations Manager - Oregon	(971) 226-3528	Site Coordinator Oregon Responsible for overall site security Responsible for security of Distribution
Cody Hall	Warehouse Manager - NorCal	(209) 585 - 6303	Site Coordinator Dixon Responsible for overall site security
Danny Darcia	Director of Warehouse SoCal	(562)301-8541	Responsible for security of Storage Backup to VP of Operations Ontario
Shelly Slater	Director of Transportation - Ontario	(720) 472 - 0086	Responsible for security of Distribution - Ontario

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Delfino Ortiz	Warehouse Manager - Ontario	(323) 490 - 9295	Backup to Director of Transportation and Warehouse
Karen Rosales	VP of Merchandising	(626) 428-9340	Responsible for vendor security verification
Erick Gomez	Safety / Training Warehouse Manager - Dixon	(707) 291-7521	Back up to Safety / Training Manager Dixon
David Murrillo	Operations Manager Texas	(817) 374-3135	Site Coordinator Texas Responsible for overall site security
Wendy Miller	Warehouse Manager Pennsylvania	(814) 932-4797	Site Coordinator Pennsylvania Responsible for overall site security Responsible for security of Distribution
Michael Nevins	Operations Manager Massachusetts	(551) 358-6913	Site Coordinator MA Responsible for overall site security Responsible for security of Distribution
Randall Baum	Warehouse Supervisor – Louisiana	(985) 520-7775	Site Coordinator LA Responsible for overall site security
Francisco Ocasio	Operations Manager South Carolina	(813) 417-9331	Site Coordinator SC Responsible for overall site security
Steven Davis	Operations Manager Virginia	(804) 895-2966	Site Coordinator VA Responsible for overall site security
Andrew Querruel	Operations Manager WC - MO	(804) 895-2966	Site Coordinator WC-MO Responsible for overall site security
FDA		(866) 300-4374	In case of a food tampering issue, notify the FDA.

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

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

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- 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.

**iv. 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.)

**v. 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.

**vi. 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.

**vii. 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.

**viii. Work In Process**

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

**ix. Finished Goods and Packaging Storage**

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

**x. 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.

**xi. 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.

**xii. Equipment**

- a. Equipment will be inspected on a regular basis in accordance with our Preventative Maintenance Program.

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- b. All new equipment will be inspected and accepted prior to use.
- c. No unauthorized equipment is allowed in facility.

**xiii. Security Training**

- a. All employees are trained in our Food Defense policies and procedures at the time of hire and annually thereafter. Training is documented on our LMS Training System or by Sign-In Sheets and filed locally.
- b. Facility security procedures include, but are not limited to, emergency evacuations, familiarity with emergency response, 24-hour contact with 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 or criminal or 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 Inc. Corporation are responsible for food defense and the security of the facility.

**Records**


- Food Defense Team Meeting Notes
- Visitor Logbook
- FDA Bio-Terrorism Registration
- Inbound (Receiving) Trailer Inspection Records (Receiving Paperwork)
- Outbound (Shipping) Trailer Inspection Records (FD013 Loading Log)

<b>Revision History</b>			
<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	05/06/17	Jaime Anguiano	Removed Larry Novel and Wayne H. Warner, Added Michael Weakly GM Dixon and Joe Villarreal.
4	03/16/2018	Jaime Anguiano	Removed Joe Villarreal and Edward Macagnone, Added Tim Christoni. Erick Osorio has been removed.

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5	3/23/2019	Jaime Anguiano	Removed Tim Christoni, Added Les Wong Bob Miles, Scott Bower and Jaime Anguiano. Updated Karen Rosales job tittle.
6	5/22/2020	Jaime Anguiano	Changed Tittles for Scott Bower, Pedro Osorio, Mike Weakley, & Karen Rosales
7	3/19/2021	Jaime Anguiano	Updated document Responsibilities and Methods and Facility Access.
8	12/30/2021	Jaime Anguiano	Updated document updated Site security Members for Colorado, Oregon, Huston, Penn, and Missouri
9	12/30/2022	Jaime Anguiano	Updated food defense team
10	1/20/2023	Jaime Anguiano	Updated food defense team
11	1/20/2024	Jaime Anguiano	Updated Food Defense Team.
12	1/20/2025	Jaime Anguiano	Updated Food Defense Team
13	11/11/2025	Jaime Anguiano	Updated Food Defense Team

	GOLD STAR FOODS	SQF 12.2 – Site Operation	DOCUMENT # 12.2.4
Document Title: <b>Pest Prevention</b>		Revision Date:	<b>12/19/2025</b>
Department: <b>ALL Locations</b>		Revision #	<b>2</b>
Prepared By: <b>Jaime Anguiano</b>		Approved By: <b>Pedro Osorio</b>	<b>Page 1 of 4</b>

### Purpose

This plan defines the methods and responsibilities for Gold Star Food’s Inc Corporate integrated pest management system. The goal of the program is to ensure the premises, surroundings, storage facilities, machinery, and equipment are kept free of waste and accumulated debris so as not to attract pests and vermin.

### Scope


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

### Targeted Pests

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

### Methods

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


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

**Training**

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

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

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**Personnel in contact with bait station**

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

**Program Development**

Gold Star Foods will designate a Pest Control Company at every site for assistance in the development, implementation, and maintenance of the pest and vermin management they must meet the following criteria.

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

**Disposal of Pest control Chemicals**

Pest Control Company is responsible for the disposal of unused pest control chemicals and empty containers in accordance with regulatory requirements and ensures that:

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

**Responsibilities**

The Safety/HACCP Manager oversees the pest control program.



GOLD STAR FOODS

SQF 12.2 – Site Operation

DOCUMENT # 12.2.4

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**Revision History**

<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	02/20/2025	Jaime Anguiano	Updated Document.
2	12/19/2025	Jaime Anguiano	Updated Document