

# GoldStar Distribution

## **NOTICE INVITING REQUEST FOR PRICING (RFP)**

### **RFP#041218-Frozen, Refrigerated & Dry Food Distribution**

**NOTICE IS HEREBY GIVEN that this RFP is being issued cooperatively by the Riverside County School Districts listed below. Each school district acting by and through their Governing Boards request pricing for procurement and delivery of dry, frozen, refrigerated, processed commodity and/or commercial food products.**

**School districts participating include:**

**Temecula Valley Unified School District  
Lake Elsinore Unified School District  
Menifee Union School District  
Murrieta Valley Unified School District  
Perris Elementary School District  
Perris Union High School District**

**RFP Deadline: 10:00 a.m. on April 30, 2018**

**Place of RFP Receipt: Murrieta Valley Unified School District  
Nutrition Services  
41870 McAlby Court  
Murrieta, CA 92562**

**Companies interested in submitting an RFP can access documents at [www.murrietaschoolnutrition.com](http://www.murrietaschoolnutrition.com), select the bids tab on the lower left corner of the homepage.**

**All RFPs must be submitted on the forms furnished by the district and delivered in sealed envelopes labeled clearly with the name, address, and telephone number of the company submitting the RFP.**

**RFPs can be delivered prior to the opening date and time stated above to Nutrition Services, Murrieta Valley Unified School District, 41870 McAlby Court, Murrieta, CA 92562 between 8:00 a.m. and 4:00 p.m. Monday through Friday. Any RFPs received after the time specified above shall be returned unopened.**

**No pricing may be withdrawn for a period of sixty (60) days after the date set for the opening of the RFPs.**

**The Districts reserve the right to reject any or all RFP's, to accept or reject any one or more items of a RFP, or to waive any irregularities or informalities in the RFP.**

**GOLD STAR FOODS  
3781 East Airport Drive  
P.O. Box 4328  
Ontario, CA 91761**

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Alcoholic Beverage and Tobacco-Free Campus Policy

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**Murrieta Valley Unified School District**  
Nutrition Services Department  
41870 McAlby Court  
Murrieta, CA 92562  
(951) 696-1600  
[jlancaster@murrieta.k12.ca.us](mailto:jlancaster@murrieta.k12.ca.us)

All RFPs shall be on forms provided. RFPs received after the specified time will not be accepted and shall be returned to the company, unopened.

**RELEASE DATE:** April 12, 2018  
**PUBLICATION DATES:** April 12, 2018 & April 16, 2018  
**RFP DUE:** April 30, 2018 **TIME:** 10:00 a.m.  
**RFP AWARD:** May 10, 2018 \*Pending Board Approval  
**RECAP OF RFP:** Recap of RFPs available after May 30, 2014

**REQUEST FOR PRICING (RFP)**  
**RFP #041218-FROZEN, REFRIGERATED & DRY FOOD**  
**DISTRIBUTION**

Includes procurement and delivery of dry, frozen, refrigerated, processed commodity and/or commercial food products

**I. GENERAL CONDITIONS AND INSTRUCTIONS:**

RFPs are requested for furnishing food products, from July 1, 2018 through June 30, 2019.

This RFP is being issued cooperatively by the Riverside County School Districts listed below. Each School District acting by and through their Governing Boards request pricing for procurement and delivery of dry, frozen, refrigerated, process commodity and/or commercial food products. Participating DISTRICTS below will be referred to as DISTRICTS in this RFP.

Murrieta Valley Unified School District  
Temecula Valley Unified School District  
Lake Elsinore Unified School District  
Menifee Union School District  
Perris Elementary School District  
Perris Union High School District

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The following table provides a synopsis of the DISTRICTS business. Attached you will find district maps/addresses and school calendar for each of the DISTRICTS schools. The awarded vendor will be provided with delivery sites; manager's name, telephone number, email and fax number.

SCHOOL DISTRICT	NO. OF SITES	DELIVERY TIMES	DELIVERY DAYS	EST. ANNUAL EXPENDITURE	ACCEPTS NIGHT DELIVERY	KEY PROVIDED
Murrieta Valley Unified 41870 McAlby Ct. Murrieta, CA 92562	18	6:00 am to 2:00 pm	Tuesday	\$1,900,000	No	No
Lake Elsinore Unified 550 Birch St. Lake Elsinore, CA 92530	10	6:00 am to 12:00 pm	Tuesday & Thursday	\$2,000,000	No	No
Temecula Valley Unified 31350 Rancho Vista Rd. Temecula, CA 92592	28	7:00 am to 1:00 pm	Tuesday & Friday	\$1,600,000	No	No
Menifee Union 29775 Haun Road Menifee, CA. 92586	5	6:00 am to 10:00 am	Wednesday & Friday	\$650,000	No	Yes
Perris Elementary 143 East First Street Perris, CA. 92570	8	6:00 am to 10:00 am	Tuesday or Wednesday & Friday	\$1,160,000	Yes	Yes
Perris Union High SD 155 E. 4 <sup>th</sup> Street Perris, CA. 92570	5	6 am to 11:00 am	Tuesday & Thursday	\$1,265,000	No	No

- A. The DISTRICTS reserves the right to purchase more or less of the units specified.
- B. Proposals: RFPs shall be written in ink or type written. Send to Murrieta Valley Unified School District, Jill Lancaster, Director, Nutrition Services, 41870 McAlby Court, Murrieta, CA 92562. Proposals are to be verified before submission, as they cannot be corrected after RFPs are opened. RFP opening will be non-public. The signatures of all persons signing shall be in longhand. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. For information about RFP procedures, contact Jill Lancaster at MVUSD Nutrition Services.
- C. Pricing shall be entered into Table 1 and Table 2 and submitted with proposal on a data storage device in excel format. Electronic storage devices will not be returned.
- D. Addenda or Bulletins: Any addenda or bulletins issued by the DISTRICT during the time of RFP processing to the Vendor for the preparation of this RFP shall be covered in the RFP and shall be made part of the contract. Addenda or Bulletins will be posted on Murrieta Valley Unified School District's website with the original RFP.

- E. **Withdrawal of RFPs Prior to due date:** Any Vendor may withdraw his RFP, either personally or by a written request, at any time prior to the scheduled due date.
- F. **Withdrawal of RFPs after due date:** A Vendor may not withdraw his RFP for a period of sixty (60) days after the due date.
- G. **Interpretation of Documents:** If any person contemplating submitting a RFP for the proposed contract is in doubt as to the true nature of any part of the RFP documents or finds discrepancies, in or omissions from, he/she may submit to the MVUSD, Nutrition Services Director, Jill Lancaster, a written request for an interpretation or correction hereof. Requests must be received a minimum of 3 days prior to close. Any interpretation or addendum duly issued by said Nutrition Services Director and a copy of such addendum will be posted on the website with the original RFP documents. The DISTRICT will not be responsible for any other explanation or interpretation of the RFP documents.
- H. **Award or Rejection of RFPs:** The award of the contract, if made by the DISTRICT, will be to the lowest responsive and responsible Vendor. Product formulation, student acceptability of product and dependable service will be main factors in the determination of this award. It must be clearly evident that a Vendor is capable of promptly delivering all items on the RFP list. A Vendor's past delivery and performance practices relating to any previous and existing contracts will be examined. Vendors who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award. This RFP will be awarded to one vendor. The DISTRICT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the DISTRICT. The DISTRICT reserves the right in its absolute discretion to accept RFPs as deemed necessary for the best interest of the Nutrition Services Department. The DISTRICT may take into account the performance of the Vendor with respect to any recent contract(s) with the DISTRICT and other school districts. The Governing Board of the DISTRICTS, reserves the right to reject any one or all RFPs, to waive any informalities in the RFPs or in the process, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever RFP is deemed to be the lowest responsible RFP MEETING ALL THE CRITERIA SPECIFIED IN THE RFP. All Vendors will be notified in writing of the award.

**II. TERM OF AGREEMENT:**

The term of this agreement will be from July 1, 2018 through June 30, 2019.

**III. CONTRACT RENEWALS:**

If mutually agreeable, the DISTRICTS reserve the right to renew the contract for a period of two (2) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the DISTRICT. Such renewal will be made by notifying the Vendor in writing, thirty (30) days prior to the expiration of the contract.

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**IV. PRICING:**

- A. All DISTRICTS have a price agreement under the Super Co-Op with manufactures. Distributor agrees to extend Super Co-op manufacturer prices to DISTRICTS, landed cost for any items listed on Super Co-Op proposal. Super Co-Op pricing is posted with RFP.

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- B. Any items not priced on Super Co-Op RFP shall be marked up from distributor landed cost. DISTRICTS may request documentation of distributors landed cost.
- C. Distributor will quote total delivered cost per case under commodity pricing structure that the distributor will be using ie. Value Pass Thru Fee For Service or Net Off Invoice (Table 1).
- D. Distributor will quote total delivered cost per case for commercial equivalents (Table 1) and commercial items (Table 2).
- E. Pricing for items listed is to be firm for the period of July 1, 2018 through June 30, 2019.
- E. All proposals must be quoted delivered to the designated sties. No additional freight, labor or fuel surcharges will be permitted or allowed.
- F. Prices must be listed for as indicated on Table 1 and Table 2
- G. In the event of severe market changes, a price escalation may be requested to the DISTRICT No later than fifteen (15) days prior to the price change. Any request for escalation in price shall be in writing, and include written proof of cost increases or other justification supporting the request for the escalation. Justification must be based on documents approved by the DISTRICT. The DISTRICT reserves the right to cancel any contract if price escalation is unacceptable, and to solicit other Vendors for any part or portion of the RFP.

**V. QUANTITIES:**

The quantities listed herein are estimates only. The DISTRICT reserve the right to purchase reasonably more or less than the quantities stated.

The DISTRICTS shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

Additional goods: DISTRICTS may add up to 10% of the value of the contract in additional goods after the contract is awarded. Pricing will be requested by item for any item added after RFP is awarded.

**VI. PREPARATION OF RFP:**

- A. The RFP must be signed in the name of the company and be in longhand of the person authorized to sign the RFP.
- B. Prices must be in ink or typewritten. No pencil figures permitted.
- C. Erasures or Alterations: All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the RFP. Any change of the printed portion of the RFP form itself constitutes alteration and is cause for immediate rejection of the RFP.

**VII. SANITATION PRODUCT QUALITY:**

All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and plant shall meet state and county health department requirements to assure clean, sound, and sanitary products. A copy of the Vendor's Food Safety Plan and Health inspection reports are required. Third party inspection of facility is recommended.

Food Products shall be handled on Vendor's premises under such controlled temperatures and conditions as are required by state and local statutes and regulations. The DISTRICT shall have the right to inspect Vendor's premises without prior notice, it being agreed that the Vendor's full compliance with all legal requirements is of the essence of this Agreement and that the Vendor's failure to abide by such legal requirements shall result in the termination of the Agreement. Moreover, the Vendor agrees to immediately inform the DISTRICT in writing of the result so any inspection of its premises and food preparation locations by governmental inspectors or others which resulted in other than an "A" rating and of any claim by any party that food products of any nature provided by the Vendor resulted in sickness, death or other injury to the claiming party.

**VIII. PRODUCT QUALITY**

The Vendor agrees to present Food Products purchased by the DISTRICT in an appealing and appropriate manner. Vendor shall be responsible for quality control with respect to the Food Product to assure consistent quality of Food Products served to individual consumers. In connection therewith, the Vendor shall comply with the regulations established in Section 113700 *et seq.* of the California Health and Safety Code. Cold food must be delivered at 41° degrees or less upon delivery. The DISTRICT shall have the right to reject any or all food products furnished to the DISTRICT which in its opinion do not meet standards of quality and/or proper temperature.

If it becomes necessary during the term of this contract to test any food product for ingredient content, wholesomeness, food borne bacteria, contamination or other cause, the Vendor will be responsible for any cost incurred by the DISTRICT for this. The cost will be deducted from the balance in accounts payable due to the Vendor

**IX. PRODUCT FORMULATION REQUIREMENTS**

Required Documents for each Product:

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- A. In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder shall be required to provide, electronically, a complete nutritional analysis of all products including Nutrition Fact Label and/or Product Formulation Statements.
- B. Nutrition Facts Panel. Required nutritional information: weight of product, total calories, total fat, saturated fat, trans-fat, cholesterol, protein, carbohydrates, calcium, iron, fiber, vitamin A, vitamin C, sodium.
- C. All processed foods should not contain artificial trans fats.
- D. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.
- E. Contractor shall notify Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

X. CODING: The date of production must be clearly stamped on each case or unit.

XI. PACK: If a pack is other than stated on the proposal, Vendor shall specify pack.

XII. PRODUCT SUBSTITUTIONS:

The DISTRICT will not allow substitutions without prior approval. In the event contractor is Unable to deliver an item as specified in this contract, notification of shortage must be made orally, by facsimile or by electronic mail at least 72 hours prior to scheduled delivery to the Nutrition Services Department. An equal or better substitute product must immediately be made available to the DISTRICT for approval and subsequent distribution to the cafeterias, at no additional charge to the DISTRICT for product, freight, or redelivery. **When substitutions do occur, Contractor shall provide nutritional statements, ingredient listings and the product formulation statements of the replacement product to the Nutrition Services Department.**

XIII. DELIVERY:

- A. Successful Vendor agrees to make deliveries, as requested by DISTRICTS Nutrition Services. All prices offered by the proposers must include onsite off loading and inside delivery.
- B. Vendor agrees to furnish and deliver at all times during the period of the contract, upon request of the Director of Nutrition Services or his/her designee, the items which may be awarded to the Vendor, in such amounts and quantities as ordered and within the specified delivery schedule.



- C. All products are to be delivered in refrigerated trucks and placed in a refrigerator, freezer or dry storage areas.
- D. The maximum speed limit for any vehicle on school campuses is 10 MPH. The Vendor will ensure that all employees are informed of this limit before entering a school campus. Employees of the Vendor who are found to exceed this limit may be banned from school property. Delivery vehicles shall be of size to safely navigate delivery area and not require loading docks for delivery.
- E. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the proposer.
- F. Credit will be required on unused products delivered with less than seven (7) days to expiration.
- G. A legible delivery receipt signed by the Nutrition Services personnel must accompany each delivery.

#### XIV. PRODUCT SAMPLES

Use of patent or proprietary names or the names of manufacturers in the these specifications shall be deemed to be used for the purpose of facilitating a description. Brand specific pricing should be provided for each item that does not specify "or equal". When submitting proposals on brands other than those specified, the submitter must state on the Proposal the brand, code number, or other brand designations on each item Proposal other than "as specified".

- A. Product samples requested by the DISTRICT will be provided at no cost to the DISTRICT. Samples must be the exact item that the Vendor proposes to furnish and in the same packaging in which they will be delivered if the Vendor is awarded the contract. Samples will be used in testing and will not be returned.
- B. Samples will be taste tested for freshness and quality. Poor quality samples will be considered as a failure to meet RFP specifications (including production formulation).
- C. Failure to submit samples on the date and time requested will invalidate the RFP.
- D. DISTRICT may request product samples from Vendors whose products meet all required specifications.

#### XV. ACCOUNTING:

Invoices shall be furnished in duplicate and include delivery site, product name, quantity, unit size, and unit price. One copy is to be kept by the distributor.

- A. The original invoice must be signed by the individual receiving the merchandise and is to be left for the cafeteria manager. An invoice signed by the cafeteria manager or designee is required in order for the invoice to be processed for payment.
- B. Statements for all goods purchased within a calendar month shall be on an individual school basis.
- C. Statements shall be submitted no later than the fifth day following the close of each calendar month.
- D. Statements shall be addressed to DISTRICTS Nutrition Services Department.
- E. The DISTRICT will pay for goods on a monthly basis. The DISTRICT agrees to pay all such monthly summary invoices (less any credits to which it may be entitled) within thirty (30) calendar days of receipt of each monthly statement provided. Should the payment date fall on an official holiday observed by the State of California or on a weekend, the payment shall be due on the next business day after such holiday or weekend. DISTRICT will not be charged a late fee.

**XVI. PRODUCT RECALLS:**

- A. The Contractor shall bear all costs incurred by the DISTRICT resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the DISTRICT. Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the DISTRICT.

**XVII. WEIGHTED FACTORS:**

- A. The Vendor must have been in the food distribution business or provided delivery of products to schools for not less than one (3) years prior with satisfactory quality and service.
- B. The Vendor must have refrigerated truck(s) and must be able to provide delivery to all DISTRICT locations assigned at a time convenient to the DISTRICT, as noted in the RFP package. This is to include special deliveries when required.
- C. The Distributor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities.
- D. The Distributor must have the ability to deliver all processed commodities and/or non/commodity items with a 14 day lead-time.
- E. The Distributor must stock "fee for service" processed commodities and be prepared to deliver those processed commodities within 14 day lead time.
- F. The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.

G. The Distributor must offer an active website to allow on-line ordering and reporting. DISTRICT's must have access to sales reports, commodity balances and commodity reports via online.

H. Vendors past performance will be evaluated and could subject an RFP to be rejected.

I. All nutritional requirements must be met in order to be considered for the award.

A Vendor that is awarded the DISTRICTS business for the first time will be on trial during the first year. The awarding of any additional business or the continuation of the trial arrangement will depend upon the evaluation of the first years' service.

#### XVIII. TERMINATION:

A. Failure on the part of the successful Vendor to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon a thirty (30) days written notice to the other party.

B. The DISTRICT reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service, unsatisfactory product; or upon annual review of weighted factors, performance of service and/or provision of quality product.

C. The DISTRICT shall hold the successful Vendor liable and responsible for all damages which may be sustained because of failure to comply with any conditions herein. If the successful Vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the DISTRICT may purchase the items herein specified elsewhere, without notice to the successful Vendor. Additional costs accrued by DISTRICT through this purchase may be deducted from unpaid invoices or must be paid to DISTRICT by the successful Vendor. Prices paid by DISTRICTS shall be considered the prevailing market price at the time such purchase is made.

#### XIX. DISTRICT INSPECTION:

All items shall be subject to inspection. Inspection of the items shall not relieve the successful Vendor from any obligation to fulfill the contract. Defective items shall be made good by the successful Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the DISTRICT and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the successful Vendor shall immediately remedy such defect in a manner satisfactory to the DISTRICT.

#### XX. PRICING DISCREPANCY:

Should successful Vendor overcharge DISTRICT for any item, successful Vendor agrees to immediately reimburse DISTRICT the full amount of the overcharge

**XXI. EQUAL EMPLOYMENT OPPORTUNITY:**

In connection with the execution of the contract, successful Vendor shall not discriminate against any employee or application for employment because of race, religion, color, sex or national origin. The Vendor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

**XXII. PUBLIC LIABILITY, INDEMNIFICATION AND PROPERTY INSURANCE:**

Successful Vendor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the DISTRICT from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Vendor will be required to furnish certificates of insurance prior to start of work.

- A. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not less than \$1,000,000/\$1,000,000 aggregate.
- B. Property Damage Liability Insurance including auto (both owned and non-owned): Not less than \$1,000,000 aggregate.
- C. Insurance Certificate must name Murrieta Valley Unified School District, Temecula Valley Unified School District, Lake Elsinore Unified School District, Perris Elementary School District, Menifee Union School District and Perris Union High School District and their officers, agents and employees as additional insured under said policy.

**XXIII. HOLD-HARMLESS CLAUSE:**

To the fullest extent permitted by law, the successful Vendor agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

- A. Any and all claims under Worker's Compensation Acts and other employee benefit acts with respect to successful Vendor's employees or successful Vendor's sub-Vendor's employees arising out of successful Vendor's work under this RFP; and
- B. Any loss, injury to, or death, or persons, or damage to property caused by any act, neglect, default or omission of the successful Vendor, or any person, firm or corporation employed by the successful Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the successful Vendor's work under this RFP, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- C. The successful Vendor, at the Vendor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

#### XXIV. ASSIGNMENT OF CONTRACT:

The successful Vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this RFP form, any rights accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of DISTRICT's Governing Board. Notice is hereby given that the DISTRICT will not honor any assignment made by the successful Vendor unless the consent in writing, as indicated above, has been given.

#### XXV. FINGERPRINTING:

Successful Vendor agrees to comply with all provisions of Education Code Section 45125.1. Successful Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to DISTRICT that will enter the campuses and other DISTRICT facilities for purposes of providing services covered by this RFP, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified, will have contact with pupils. Successful Vendor will provide the DISTRICT with a list of all employees providing services pursuant to this RFP.

#### XXVI. BUY AMERICAN PROVISION

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), Section 12(n) to the NSLA (42 USC 1760(n)). Schools must purchase to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Brand and processor information must be identified on case labels and specification sheets. DISTRICT reserves the right to cancel any contract and/or solicit other vendors for any part or portion of the RFP that does not meet the Buy American Provision.

#### XXVII. DEPARTMENT OF EDUCATION-CHILD NUTRITION DIVISION FORMS

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit attached forms (Suspension and Debarment Certification U.S. Department of Agriculture, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Iran Contracting Act Certification Form, Non-Collusion Affidavit and Drug-Free Workplace Certification) must be completed and submitted with proposal. Proposals received without these forms/certifications will not be considered.

## XXVIII. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).

## XXIX. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT

The contractor hereby assures that it will comply with subchapter VI of Civils Rights Act of 1964, 42 USC Sections 2000e through 2000 €(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program or activity supported by this agreement. The vendor(s) 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 12900, and Labor Code 1735. In addition, the Vendor agrees to require like compliance by any subcontractors employed on the work by him/her.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C Sections 12101 et sag., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

## XXX BID PROTEST PROCEDURES

**Appeal:** If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Director of Purchasing, or his or her designee, within two (2) business days after receipt of the District's written decision. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to: 41870 McAlby Ct. Murrieta, CA. 92562.

**Appeal Review:** The Chief Business Official or his or her designee shall review the decision on the bid protest from the Purchasing Director and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

**Reservation of Rights to Proceed with Procurement Pending Appeal:** the District reserves the right to proceed to award a contract and commence the work/purchase pending an Appeal. If there is a

State Funding or a critical deadline, The District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-Mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

Finality: Failure to comply with the Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

#### XXXI. FORCE MAJEURE

Both vendor and DISTRICTS shall be exempt from their contractual obligations if the failure to meet their contractual obligations results from Force Majeure, labor dispute, Acts of God, or any other causes beyond their reasonable control.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR PRICING

Frozen/Refrigerated/Dry Products

In compliance with the request for RFPs, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

GOLD STAR FOODS

FIRM NAME: \_\_\_\_\_

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

Print or Type Name

Giselle Norton  
Contracts Manager  
Gold Star Foods, Inc.



Manual Signature

TITLE: \_\_\_\_\_

ADDRESS: GOLD STAR FOODS  
2787 East Airport Drive

P.O. Box 4328 909-843 9600  
Ontario, CA 91761

TELEPHONE: \_\_\_\_\_ DATE 5/8/18

EMAIL: bids@goldstarfoods.com FAX: 909-843 9659

INSPECTION COMPANY: SAI Global

ADDITIONAL CONDITIONS OR EXPLANATIONS: \_\_\_\_\_

Net 30





# GOLD STAR FOODS

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

## VENDOR QUESTIONNAIRE

### Frozen/Refrigerated/Dry Products

Please complete this qualifying criteria questionnaire and submit with your proposal.

1. Will you be able to meet specified delivery hours? Yes  or No
2. Will you be able to meet the number of deliveries per week? Yes  or No
3. Will there be a minimum case or dollar value required per stop? If so, what is the minimum number of cases N/A or minimum dollar value? \$1500.00 per delivery site.
4. What system do you have to provide monthly summary documents?

Gold Star is widely considered the national leader in providing value added services and technology solutions for school foodservice operations. Full access to the Gold Star Online ordering website provides the ability to easily view and print reports and obtain information required for proving meal pattern compliance.

The reports and tools available through the GSF Online System include:

- 24 hour/day – 7 day/week access
- Product Nutritionals
- Product Formulation Statement and CN Labels
- Searchable database by Product qualities and identifiers
- District Usage by Vendor
- Site Usage by Vendor
- USDA Foods Live Inventory
- USDA Foods Lot History
- USDA Foods Usage by District
- Commodity Discount by Vendor

All of our reports are exportable in to Excel, PDF, and XML. This allows each District to customize the reports as necessary to meet the reporting needs of that specific District. In addition, if other reports are needed by the District, we can create customized reports.

Beginning with the 2017-18 school year, Gold Star will have the following information available for partner districts:

- Buy American compliance
- Allergen Information
- California Thursday Requirements (CA Processed, CA Grown, CA Company)
- Meal Pattern Contribution

5. How many days lead time do you require for an order?



# GOLD STAR FOODS

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Yes, 14 days.

6. How many refrigerated delivery trucks do you have?

Gold Star's Fleet consists of:

- 161 Drivers
  - 138 Class A Drivers
  - 23 Class B Drivers
- Trucks and Equipment
  - Class A Equipment
    - 55 Tractors
    - 3 – 28' Refrigerated/Frozen Trailers
    - 6 – 36' Refrigerated/Frozen Trailers
    - 10 – 45' Refrigerated/Frozen Trailers
    - 35 – 48' Refrigerated/Frozen Trailers
    - 3 – 53' Refrigerated/Frozen Trailers
  - Class B Equipment
    - 63 Refrigerated/Frozen Bobtail Trucks

To ensure that GSF's fleet is the safest on the road, all our trucks are 2012 or newer and meet all California Air Resources Board requirements. Our equipment is on a long-term lease agreement that comes with a full-service maintenance program. The service agreement must comply with all Department of Transportation requirements. Our drivers are required to conduct a pre-trip inspection of the entire truck, trailer, and refrigeration requirement before leaving the Gold Star facility. In addition to our internal inspection process, all fleet vehicles must be inspected by a certified mechanic every 90 days and receive subsequent repairs and/or service as applicable.

Included in the 90 day inspections are:

- Safety checks (brakes, hoses, fluids, headlights, turn signals, etc.)
- Oil changes (by mileage)
- Tire replacement
- Lift gate service
- Reefer unit service (by service hours)
- Visual damage

These inspections are done to ensure compliance with the California Commercial Motor Vehicle Safety Act of 1988, which is commonly referred to as the Biennial Inspection of Terminals (BIT) Program. The BIT Program requires a comprehensive review of our fleet by the California Highway Patrol. Our last review resulted in a passing score for all vehicles.

Our bobtails and trailers are all equipped with refrigerator units that can maintain both frozen and refrigerated temperatures. Some of the units are multi-temperature units that have the capability to run two separate temperature zones with wall portions.

Specifically related to sanitation and cleanliness, our truck drivers are required to maintain the cleanliness of their vehicles. In addition, we have a contracted vendor that cleans the trucks (inside and out) a minimum of every other week.



# GOLD STAR FOODS

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7. How many refrigerated trucks have lift gates?

\_\_\_\_\_ All trucks have lift gates.

8. What percentage of items in Table 1 & Table 2 do you currently carry?

Gold Star carries all items except for 22 items that are discontinued in 2018/2019.

9. What is your procedure for notifying the customer of shortages and/or substitutions?

At GSF, we take a proactive approach for minimizing shortages and/or substitutions. First, we work with our partner districts in advance to identify menu cycles, ordering practices, and preferred vendors. By providing us with your planned menus, preferred products/vendors and allowing us to work closely with your menu planning team, we can ensure that the items you purchase are stocked and available in the requested quantities. Your dedicated K12 Solutions Account Specialist is responsible for communicating with District(s) about all potential issues. If your Account Specialist is unavailable, we have back-up/trained Account Specialists and the Director of Customer Service who can also assist.

If there is an inventory shortage requiring an order modification and/or substitution, the K12 Solutions Account Specialist will contact the District representative immediately. We utilize both phone and e-mail communication to ensure that we make contact in a timely manner. GSF will not send substitute items without an authorization by the District. To minimize the impact to the District and ensure that the menus meet meal pattern requirements, we find substitutes with similar pack sizes, price point, and meal/nutritional contribution, including vegetable subgroups.

Finally, to prevent future shortages we work with the District to review the cycle menu to identify how often the item will be menued and the approximate number of cases required minimizing any future/ongoing issues with the item.

10. What systems do you have in place to fill emergency orders?

In the event of an emergency/unscheduled delivery, the District(s) would contact their dedicated K12 Solutions Account Specialist and/or the Director of Customer Service by phone or e-mail. The Account Specialist will verify that sufficient inventory is available, confirm the delivery with the GSF Director of Transportation, and coordinate with the District representative requesting the delivery. Due to the size of Gold Star's inventory and our receipt of foods six days per week, we can often fill emergency orders with appropriate, compliant items. Based on the number of emergency deliveries requested and/or the cause of the emergency delivery, Gold Star may assess an additional service charge for the delivery.

11. How many years has company been in the food service? 39 years

12. Is vendor an approved distributor for USDA Foods? Yes  or No

13. Does vendor have a "net-off invoice" billing system in place that will display Pass-thru Value of commodities? Yes  or No

Please describe and provide example invoice of "net-off invoice" billing system.



# GOLD STAR FOODS

All Net off Invoice products will show two transactions to verify the commodity sale. The first line denotes the general item description with the total commercial cost inclusive of the fixed fee delivery cost per case. The second line denotes the deduction of the commodity item reducing the sale price by the value of the USDA Foods in the end product. If more than one USDA Foods raw commodity is available for drawdown additional commodity lines are listed to show the draw-down of commodity item separately.

The total commodity deduction is derived by utilizing the approved Summary End Product Data Schedules and the Super Coop RFP (if applicable).

14. All costs for "Fee for Service" processed commodities will be invoiced by vendor with no third party manufacturer billing (Modified Fee for Service)? Yes  or No

Please describe and provide example invoice of vendors "fee for service" billing system.

All Fee for Service products will show two transactions to verify the commodity sale. The first line denotes the item description with the total cost of the end product including the commodity credit. The second line denotes the per case delivery fee for the Fee for Service item. The sale price is derived from the Fee for Service price denoted on the Super Cooperative Request for Pricing for Super Cooperative members.

15. Please provide an overview of your reporting system. Does vendor have the capability to provide sales reports, commodity balances and commodity reports via website/online or electronically?

See response to question #4.

16. Does vendor have an online commodity tracking system available? Yes  or No

17. Please describe your procedure for reporting commodity draw down to Super Co-Op Administrator.

Gold Star is widely regarded as the leader in school foodservice distribution and recognized by the USDA for our accomplishments in commodity tracking and entitlement utilization. As it relates to procurement, our primary goal is to ensure that our district partners reduce their overall food costs by utilizing 100 percent of their USDA Foods entitlement monies, reducing operational costs through our distribution efficiencies, and reducing administrative burden through technological efficiencies.

Gold Star Foods is approved to process entitlement transactions for the following programs:

- USDA Foods Processing Program
- USDA Foods Brown Box Program
- Department of Defense Fresh Fruit and Vegetable Program
- Unprocessed Pilot for the Procurement of Fresh Fruits and Vegetables

With the five programs noted above, our experience with the Child Nutrition Programs, and our robust technology platforms, we have the unique ability to assist our partner districts with identifying the most cost effective use of entitlement monies.

Specifically,

- Gold Star can seamlessly apply entitlement funds on each invoice and track balances in real time.



# GOLD STAR FOODS

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- Our systems interface with Processor Link, K12 Systems, and other independent commodity clearing houses to reconcile entitlement balances and total number of pounds diverted to approved USDA Processors.
- Gold Star is the Administrator for two (2) of the largest Commodity Purchasing Cooperatives (Super Cooperative and SLIC Cooperative) in the US representing over 330 School Districts and over \$100 million of entitlement dollars annually. As part of our services, we manage custom web sites and data management for all customer transactions, more than 75,000 transactions monthly.

Specific to commodity tracking, our system can process transactions for all schools participating in the Food Distribution Program. This process begins with a partnership between Gold Star and K12 Foodservice, ProcessorLink, and individual manufacturers. We communicate daily with these systems to ensure that there are available pounds at processors before commodity sales are made. This verification process ensures that any commodity transaction processed by Gold Star ensures compliance with all federal and State regulations.

For Super Cooperative members, our system utilizes a dual system approach to verify every commodity transaction. First, we verify that there are available pounds in the Super Cooperative single bank account. Second, we verify that the District has available entitlement in their processing account to support the transaction(s).

All commodity transactions are credited at the time of purchase and are easily identified on the invoice.

- If the item is sold through a Net Off Invoice Value Pass Through (VPT) System, this means that the end product is fully substitutable and the transition between commercial and commodity end products is seamless, therefore if pounds and/or entitlement is not available or not in sufficient quantity to cover the transaction, the sale moves from commodity to commercial automatically.
- If the item is sold through Fee for Service, this means that the item is not substitutable and can only be sold as commodity. If pounds and/or entitlement is not available, the transaction will fail, generating a report for the K12 Solutions Account Specialist who in turn will contact the District(s) to identify an acceptable substitute.