



Request for Proposal Number 13-14-01012014-1

**USDA Foods Distribution for the
SUPER Commodity Cooperative**

**Santa Clarita Valley School Food Services Agency
Attention: Administrative Office
25210 Anza Drive
Santa Clarita, CA 91355**

Issue Date: January 06, 2014
Bidder's Conference: January 17, 2014 at 11:00 A.M. (mandatory)
Bid Opening Date/Time: January 31, 2014 at 11:00 A.M.

To: Inland Valley Daily Bulletin Attn: Legal Notices	This legal notice is to be published on the following dates:
Fax: (909) 397-5050 Phone: (909) 397-4800 ext. 3901	FIRST PUBLICATION: January 06, 2014 SECOND PUBLICATION: January 23, 2014

**GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4828
Ontario, CA 91761**

Scope of Work

The scope of work for this Request for Proposal is for the receiving, storing, and distributing of USDA Foods (commodities) for the Santa Clarita Valley School Food Services Agency (Agency) and members of the SUPER Commodity Cooperative for the 2014/15 school year.

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NOTICE OF BID

Notice is hereby given that the Board of Directors for the Santa Clarita Valley School Food Services Agency (Agency) (Los Angeles County), will receive Request for Proposal Number 13-14-01012014-1 for the procurement of the following:

USDA Commodity Distribution for the SUPER Commodity Cooperative

Sealed bids must be delivered to the SCVSFSA, Attn: Pavel N. Matustik 25210 Anza Dr., Valencia, CA 91355 no later than 11:00 a.m. on January 31, 2014.

To obtain Request for Proposal package contact Pavel N. Matustik, CEO at (661) 295-1574, ext. 103. (To Download Request for Proposal package and Specifications from the Internet, go to the DJ Co-Ops website <http://www.djcoops.com>.) Each proposal must conform and be responsive to the contract documents. No proposal may be withdrawn for ninety (90) days.

There will be a mandatory Bidder's Conference on Friday, January 17, 2014 at 11:00 A.M. at the Santa Clarita Valley School Food Services Agency Board Room, 25210 Anza Dr., Valencia, CA 91355. Attendance at the Bidder's Conference is mandatory. Any Contractor bidding on the above mentioned project as stated in the Notice Inviting Bid who fails to attend the entire Bidder's Conference will be responsible for obtaining any addendums or revisions to the project. It is the contractor's responsibility to attend the requested Bidder's Conference to receive any pertinent information.

The SCVSFSA's Board of Director's reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

Pavel N. Matustik

Pavel N. Matustik
Chief Executive Officer

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Instructions to Bidders

SCVSFSA

USDA Commodity Distribution for the SUPER Commodity Cooperative

INSTRUCTIONS AND CONDITIONS - RFP NUMBER 13-14-01012014-1

1. **Execution of Forms.** Proposals must be submitted in blue permanent ink or typewritten. Each proposal must give the full business name, address, telephone number, fax number, and e-mail address of the Distributor and must have an original signature in blue permanent ink of a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of the person signing shall also be printed or typed below the signature. When requested by the SCVSFSA, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.
 - a. Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the Distributor. No corrections can be made after the time stated for receiving quotations.
 - b. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the vendor, RFP number, opening date and time. It is the sole responsibility of the vendor to see that his/her proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any proposal submitted will be considered. For information about RFP procedures, contact the SCVSFSA.
 - c. Distributors shall fully answer each question on the Proposal Worksheet #1 of this request for proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the Proposal Worksheet #1.
2. **Withdrawal of Proposals.** A distributor may withdraw a proposal by letter or in person prior to the time designated for opening. Proposals may not be withdrawn after the start of the opening.
3. **Award.** The award of the contract is expected to be made in a timely manner. This is only a request for proposal and any condition concerning bids does not apply. The SCVSFSA may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional evidence of qualifications to perform the services described in the RFP. The Agency reserves the right to reject any and all proposals without

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explanation or recourse and to negotiate with one or more of the companies submitting a proposal. The Agency further reserves the right to contract the work with whomever and in whatever manner the Agency decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Agency may require. Because the successful Distributor will handle and distribute food, which will be consumed by school children attending member district schools, it is in the best interest of the public to accept a proposal submitted in response to this proposal in the following manner:

- a. After the opening of proposals, the Agency shall ascertain the lowest three responsive proposals;
 - b. The Agency shall have the right to inspect the distribution facility or facilities and equipment (e.g., food handling equipment, delivery trucks, computer hardware and software for billing invoices and tracking shipments, etc.) to be utilized by the three lowest bidders for receiving, handling, storing, and distributing commodities.
 - c. The Agency may consider the condition, as revealed by the above-mentioned inspection, of a Distributor's facility or facilities and equipment before making a decision of awarding the proposed contract. The Agency and members of the SUPER Commodity Cooperative will be the sole judge of merit and not necessarily accept the lowest price offered.
4. **Execution of Contract.** The successful Distributor shall, within fourteen (14) calendar days of notice of award of the contract, sign and deliver to Agency the executed contract along with all the documents required by the contract documents. In the event the Distributor to whom an award is made fails or refuses to execute the contract within the period provided in this section, Agency may work with the next lowest responsible proposal, or may reject all proposals and may issue a new Request for Proposal.
5. **Evidence of Responsibility.** Prospective Distributors shall submit, with their proposals, evidence showing the Distributor's experience in the type of work being required by SCVSFSA, the Distributor's organization available for the performance of the contract, and any other evidence of the Distributor's qualifications to perform the proposed contract. **If requested in writing, the Agency will not publicly disclose this information upon the opening of proposals.** The Agency may consider such evidence before making its decision awarding the proposed contract. In addition, Distributors shall open their facilities for inspection by the SCVSFSA as stated in section 3.b. above. Failure to submit evidence of responsibility to perform the proposed contract or to allow inspection of Distributor's facilities may result in rejection of the proposal.
6. **Sanitation.** All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound, and sanitary

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product, and handled in accordance with a HACCP plan. A third party certification is mandatory.

7. **Discounts.** Any Discounts, which the Distributor desires to provide to the SUPER Commodity Cooperative, must be stated clearly in the proposal itself so the net cost of the proposal can be properly evaluated. Offers of discounts or additional services not delineated on the proposal form will not be considered in the determination of the lowest responsible Distributor.
8. **Prices.** Distributors must quote prices in the manner set forth in the Proposal Worksheet #1. Prices will be quoted per case or per pound, given the instructions on the Proposal Worksheet #1. Follow directions carefully.
9. **Term of Contract.** Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year starting July 1, 2014, and may be extended upon mutual consent of Agency and vendor for an additional four (4) one year periods in accordance with provisions contained in the California Education Code, Section 81644. A maximum price change not to exceed the change in the LA County CPI as published in the LA Times between January 15 and February 1 of each qualifying year or 5% whichever is less may be negotiated **subject to existing market conditions**. The request for a price change must be submitted in writing no later than on February 15th of each qualifying year. In the event of a general price decrease in LA County CPI the Agency reserves the right to revoke the bid award unless the decrease is passed on to the Agency and its member districts.
10. **Multi-year Extensions.** Subject to the provisions of **Paragraph 9** (above), and pursuant to California Education Code, Section 81644, this bid may be extended (by mutual consent expressed in writing) for up to four (4) additional one (1) year increments (total potential bid life of five (5) years from Board of Education award).
11. **Quantities.** The quantities listed herein are approximate. The Agency reserves the right to increase or decrease quantities as desired. Quantities are outlined in Paragraph 3 of the Requirements and Specifications document.
12. **Default.** If the Distributor fails or neglects to furnish or deliver any of the materials or services listed herein at the prices named and at the times and places stated or otherwise fails or neglects to comply with the terms of the contract in its entirety, SCVSFSA may, at its sole discretion, cancel this agreement in whole or part, and enter into a new agreement for the same services in such a manner as seems to be the best advantage for the Lead District and the Member Districts of the SUPER Commodity Cooperative.
13. **Prevailing Law.** In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all products and equipment to be supplied or services to be performed under this proposal shall conform to all applicable requirements of local, state, and federal law.

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REQUIREMENTS AND SPECIFICATIONS RFP Number 13-14-01012014-1

No proposals shall receive consideration by the Agency for this contract unless it meets the following requirements and specifications:

1. The contract shall be valid for the 2014/15 school year (July 1, 2014 through June 30, 2015.) However, upon mutual agreement of the Agency and the Distributor before the end of the contract period, the contract may be continued for an additional school year. The parties may agree each year to continue the contract on a yearly basis for up to a total of five one-year periods, including the 2014-2015 school year. Renewal may include an increase in delivery costs, as determined by Agency and the Distributor. If the contract is continued, new member districts may be added and current member districts may withdraw from the SUPER Commodity Cooperative. Withdrawing member districts shall terminate at the end of the school year (June 30). New districts may be added only by agreement between the Santa Clarita Valley School Food Services Agency and the Distributor. Services to new districts shall commence at the beginning of the new school year (July 1). (See Instructions and Conditions, paragraph 9 – Term of Contract.)
2. The contracted work shall include the receiving, storing, and distributing of bulk USDA commodities for the Super Commodity Cooperative.
3. Large quantities (e.g. truckload size) of frozen, dry, and refrigerated product will be delivered by USDA to the Distributor at no cost to the Distributor.
4. USDA may deliver to more than one location for direct ship Districts. After receipt of delivery from USDA, the Distributor may store products at more than one location, provided this redistribution is at no cost to Member Districts.
5. The Distributor shall distribute the received truckload quantities of USDA Commodities using the information provided by the Cooperative's Administrative Agency.
6. The Distributor shall deliver commodities directly to Member Districts on a weekly, bi-weekly, and/or monthly schedule, or a schedule acceptable to individual Member Districts. Commodities will be delivered within (30) calendar days of receipt unless a request for pick-up by a Member District or a food processor is made. Commodities held by the Distributor for longer than thirty (30) days at the request of the Member District may incur an additional charge for storage, billed directly to the Member District by the Distributor. The fee for this service will be entered on the Proposal Worksheet #1.
7. The Distributor, with permission of a Member District, may hold shipment longer than thirty (30) days for the purpose of combining deliveries, so long as the Member District is not charged additional fees for storage and handling.

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8. In some cases, the Member District may choose to pick up commodity product directly from the distributor. In addition, a manufacturer may pick up raw commodity product directly from the Distributor. The Distributor shall make every effort to work with Member Districts and manufacturers to expedite this distribution.
9. Member Districts may choose, but are not obligated, to direct "Fee for Service" processed commodities through the Distributor for distribution to their respective districts. The Distributor shall set a fee for this service to be designated on the Proposal Worksheet #1. Submission of pricing for this item on Proposal Worksheet #1, Item No. 9 is optional. Please provide cost OR indicate "no bid" on the form.
10. The Distributor shall maintain a storage facility and distribution equipment which comply with any and all applicable county, state, and federal laws, rules, and regulations for the storage, handling, and distribution of food products, including, but not limited to, USDA rules and regulations pertaining to storage facilities. The Distributor will be required to transport all items in vehicles that maintain appropriate temperatures so as to ensure the integrity of the products being delivered. The Distributor shall demonstrate to the Agency, when requested, proof of compliance with applicable laws, rules, and regulations. *See attached P.A.C.A. License*
11. The Distributor will list all discounts and payment options available on the Proposal Worksheet #1.
12. A list of Member Districts is attached to this Request for Proposal as Appendix A. The Distributor shall deliver product to one location per Member District per type of product. Member Districts may have different delivery addresses for frozen, refrigerated and dry storage and these locations shall remain constant for the school year. Member Districts may request individual site deliveries. This service may be provided by the Distributor at an additional charge. This charge is to be designated on the Proposal Worksheet #1. Member Districts may also have restricted receiving hours. The Distributor shall contact Member Districts by phone or fax prior to delivery to arrange an acceptable delivery appointment. It is the Distributor's responsibility to work with Member Districts to assure an acceptable delivery schedule for both parties.
13. The Distributor shall insure against loss or damage of any kind occurring to the commodities including, but not limited to theft, fire, spoilage, infestation, and destruction. Insurance coverage shall provide for replacement at market value assessed on open market value, not on USDA fair market value. In addition, the Distributor shall provide at the Distributor's expense, procure and maintain for the duration of the contract, property liability insurance, and general liability insurance in the amount of \$2,000,000 combined single limit per occurrence, Automobile Liability in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and Workers' Compensation and Employers' Liability. Workers' compensations limits as required by the Labor Code of the State of California. A certificate of insurance must be submitted upon award with Endorsement naming the Santa Clarita Valley School Food Services Agency as Additionally Insured.

14. **Good Faith Agreement.** It is the intent of the SCVSFSA and the SUPER Commodity Cooperative to take action on the contract that results from the award of this Request for Proposal in an honest and trustworthy manner and expects the successful Distributor to act in a like manner. Both parties will work in good faith to reach a mutually agreeable conclusion should discord arise, without the need for an arbitrator.
15. **Conveyance.** The current "Lead District" for the SUPER Commodity Cooperative is the SCVSFSA, the District of Contract. Should the duties of "Lead District" be conveyed to another member district for any reason whatsoever during the duration of this contract, by mutual consent of both parties involved in the contract, the agreement may be assumed by the new "Lead District" and the terms of the contract will be fulfilled for the duration of the contract period.
16. **Next Best Bidder.** If the successful bidder withdraws its proposal or fails or refuses to execute the **Service Contract** or to perform in accordance with its terms, the District may award the Contract to the bidder(s) with the next best proposal.
17. **Non-collusion Affidavit.** Each bidder submitting a proposal shall execute and deliver a non-collusion affidavit in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.
18. **Piggyback Clause.** For the term of the Contract and any mutually agreed extensions pursuant to this request for proposal, **at the option of the vendor**, and the SCVSFSA, new members of the SUPER Co-Op may be added or deleted. Only SUPER Co-Op members may participate in this pricing. (See Appendix A for list of Super Co-Op Members 2013-2014)

The SCVSFSA waives its right to require such other Districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Piggyback option granted Dm (Please initial in blue ink)

19. **Damages and Shortages.** Damaged containers will not be accepted. Inspection and acceptance of all items shall be at the destination. Credit will be required on damaged or unacceptable products. A legible delivery receipt signed by food services personnel must accompany each delivery and a legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Continued shortages or substitutions will be grounds for termination of this agreement.
20. **Pricing Structure.** The bidder may bid the entire SUPER cooperative at one price only.

The list of all members and sub co-ops is attached.

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 P.O. Box 4828
 Ontario, CA 91761

14. The Distributor shall provide signed delivery receipts of products received from USDA to Santa Clarita Valley School Food Services Agency at 25210 Anza Drive, Valencia, CA 91355, Fax: (661) 295-0981 and to the SUPER Co-Op's Administrator, in the following manner: upon receipt of commodities from USDA, the Distributor shall immediately (within 3 days) email a PDF copy of the receipt to Santa Clarita Valley School Food Service Agency and the Co-Op's Administrator. In addition, the Distributor shall email a copy of the signed receipt to the Child Nutrition and Food Distribution Division (CNFDD).
15. If Distributor shall be in default under any term of this contract, SCVSFSA shall have the right to terminate this contract upon 30 day's written notice to Distributor (with opportunity to cure). If Distributor does not cure such default within 30 day period (or, if the default relates to an improper procedure, such cure period can be accelerated in District's reasonable discretion) this Contract shall be automatically terminated, with the exception of Section 13, page 6 of the Instructions and Conditions, hereof which shall survive. The foregoing termination remedy shall be in addition to any other rights District may have under law or equity.
16. When a Member District or food processor goes directly to the Distributor to pick up commodities, the Distributor shall notify Santa Clarita Valley School Food Services Agency and DJ Co-Ops in the following manner: upon a Member District or food processor's receipt of commodities from the Distributor, the Distributor shall immediately (within 3 working days) email a PDF copy of the receipt to Santa Clarita Valley School Food Services Agency.
17. The Distributor will provide two copies of an invoice upon delivery to Member Districts. Invoices will be in the name of the school district receiving the product. The invoice shall contain the following: purchase order number (if applicable), USDA product number and description, quantity, unit price and extended totals. Failure to provide this information may result in delayed payment.
18. On a monthly basis, the Distributor shall provide a summary of all charges to each Member District. Payment of any liability to the Distributor shall be the sole responsibility of the Member District incurring the charge.

Bidding Requirements Section

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Required Bid Forms Section

The following must be completed and submitted with the proposal package or as instructed in the Notice Inviting Bids:

1. Request for proposal Signature Page (form included)	
2. Proposal Worksheet #1 (required) and Worksheet #2 (optional)	
3. Service Contract (form included)	
4. School District References (form not included)	
5. Insurance Certificate (form not included)	
6. Copy of Bidder's Disaster Contingency Plan (form not included)	
7. Copy of Bidder's Hazard Analysis Critical Control Point (HACCP) Plan (form not included)	
8. Copy of Bidder's Food Security and Safety Program (form not included)	
9. Copy of Bidder's Product Recall Program (form not included)	
10. Suspension and Debarment Certification (forms included)	
11. Disclosure of Lobbying Activities (form included)	
12. Noncollusion Affidavit (form included)	
13. Letter of "Bidders Evidence of Responsibility" (form not included)	
14. Acknowledgement of all Addendums	
15. Checklist of Items (This Form)	

Bidder's Name: Dan Maodyn

Signature: 

(must sign in blue ink)

Date: 1/27/14

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SIGNATURE PAGE

Santa Clarita Valley School Food Services Agency
Attn: Pavel N. Matustik
25210 Anza Dr.
Valencia, CA 91355

DATE: January 06, 2014
SUBJECT: RFP Number 13-14-01012014-1
FOR: **USDA Commodity Distribution for the SUPER Commodity Cooperative**

RFP Opening: January 31, 2014 – 11:00 a.m.

Please bid your lowest prices for the items or services on the attached specification sheets. Before bidding, please read the **Service Contract, Instructions and Conditions, and Requirements and Specifications**, and thoroughly acquaint yourself with the RFP.

Submit all bids in a sealed envelope showing the Name of Vendor, Bid Number, Opening Date, and Opening Time. Bids must reach the Agency, Business Department at the address listed above by the time and date listed above.

If further information is needed, please call Pavel N. Matustik, SCVSFSA, at (661) 295-1574 ext. 103.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

This bid is subject to a cash discount of ~~TERMS~~ **NET 30 DAYS**

Bidder's Name: Gold Star Foods, Inc.

Signature: *[Handwritten Signature]* (Must be longhand signature and blue ink)

Title: CEO Date: 1/29/14

Complete Mailing Address: 3781 E. Airport Drive
Ontario, CA 91761

Phone Number: (909) 843-9600 Fax Number: (909) 843-9659

E-Mail Address: bids@goldstarfoods.com

Note: Bids submitted by Fax **ARE NOT** acceptable. This Form is to be submitted with your bid.

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U. S. DEPARTMENT OF AGRICULTURE

0011

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 ATTACHED INSTRUCTIONS)

- (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.

Gold Star Foods, Inc. USDA Foods Dist. RFP # 13-14-
Organization Name PR/Award Number or Project Name 010120141

Dan Mason CEO
Name and Title of Authorized Representative

[Signature] 1/24/14
Signature Date

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CERTIFICATION REGARDING LOBBYING

COPY

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, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

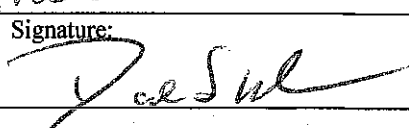
- 1.) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- 2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Names of Food Service or Vendor/Contractor		
Gold Star Foods, Inc.		
Printed Name and Title:	Signature:	Date:
Dan Madden CEO		1/29/14

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DISCLOSURE OF LOBBYING ACTIVITIES

COPY

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

<p>1.) Type of Federal Action:</p> <p>a. Contract <input type="checkbox"/></p> <p>b. Grant <input type="checkbox"/></p> <p>c. Cooperative Agreement <input type="checkbox"/></p> <p>d. Loan <input type="checkbox"/></p> <p>e. Loan Guarantee <input type="checkbox"/></p> <p>f. Loan Insurance <input type="checkbox"/></p>	<p>2.) Status of Federal Action:</p> <p>a. Bid/Offer/Application <input type="checkbox"/></p> <p>b. Initial award <input type="checkbox"/></p> <p>c. Post-award <input type="checkbox"/></p>	<p>3.) Report Type:</p> <p>a. Initial filing <input type="checkbox"/></p> <p>b. Material change <input type="checkbox"/></p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>Year: _____ Quarter: _____</p>
<p>4.) Name and Address of Reporting Entity:</p> <p>Prime <input type="checkbox"/> Sub-awardee <input type="checkbox"/></p> <p>Tier _____ if known <input type="checkbox"/></p> <p>Congressional District, if known: _____</p>	<p>5.) If Reporting Entity in No.4 is Sub-awardee, Enter Name And Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6.) Federal Department/Agency:</p>	<p>7.) Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8.) Federal Action Number, if known: _____</p>	<p>9.) Award Amount, if known: \$ _____</p>	
<p>10a) Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>10b) Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11.) Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>12.) Type of Payment (check all that apply):</p> <p><input type="checkbox"/> Retainer</p> <p><input type="checkbox"/> One-time Fee</p> <p><input type="checkbox"/> Commission</p> <p><input type="checkbox"/> Contingent Fee</p> <p><input type="checkbox"/> Deferred</p> <p><input type="checkbox"/> Other; specify: _____</p>	
<p>13.) Form of Payment (check all that apply):</p> <p><input type="checkbox"/> Cash</p> <p><input type="checkbox"/> In-kind; specify: Nature _____</p> <p style="text-align: center;">Value _____</p>	<p>14.) Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p>	
<p>15.) If necessary was a continuation sheet attached for 10a, 10b or 14? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> no</p>		
<p>16.) Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u><i>Dan Marken</i></u></p> <p>Print Name: <u>Dan Marken</u></p> <p>Title: <u>CEO</u></p> <p>Telephone No: <u>(909) 843-9600</u></p> <p>Date: <u>1/24/14</u></p>	
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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representative 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 whom 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 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 Non-procurement 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.

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**NON-COLLUSION AFFIDAVIT TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID**

Dan Madsen, being first duly sworn, deposes and says that ~~he or she is~~ Chief Executive Officer of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid 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 bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, 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 bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid 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 bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

1/24/14
(Date)


(Signature)

RFP Number 13-14-01012014-1 USDA Commodity Distribution for the SUPER Commodity

This form must be completed and submitted with your bid package.

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PROPOSAL WORKSHEET #1
SUPER COMMODITY COOPERATIVE RFP NUMBER 13-14-01012014-1

Distributor Name: Gold Star Foods, Inc.

No proposals shall receive consideration by the Agency unless responses are completed for every question below. Prospective Distributors are encouraged to respond in detail to each of the following questions.

1. Price per case for raw USDA commodity product delivery to all member districts:
(The price quoted shall include all charges for handling, storage up to 30 days, and delivery to each Member District. The quotation shall be a uniform price regardless of distance from the distribution facility to Member Districts).

Frozen \$ 1.70 Refrigerated \$ 1.70 Dry \$ 1.70

- a. Is your storage facility approved by the CDE to receive, store, handle, and distribute USDA Commodities? Yes or No

2. Price per case for pick up by Member District, other commercial distributor or food processor at Distributor's facility:

\$ 1.45

3. Is individual site delivery within a Member District available? Yes

(Fees for individual site delivery shall be in addition to the per case fees quoted in items 1, 2, and 3).

If yes, what is the additional price per case of this service? \$.75

4. Will you call, e-mail, or FAX a member district prior to delivery to make arrangements? Yes or No

If yes, how many days prior to delivery will you notify a member district? 5 days

5. Outline any discount terms or payment options available: Net 30

6. Is there a minimum number of cases required per each delivery or site?

Yes or No

If yes, please explain: 25 cases

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What is the delivery price per case if the minimum number is not reached?

\$ No added cost.

- 7. Is extended storage (longer than 30 days) available for commodity products?
Yes or No

If yes, how much storage space is available?

Frozen 85,000sqft Refrigerated 80,000sqft Dry 80,000sqft

- 8. What is the price per unit per month for extended storage?

(Fees for extended storage shall be in addition to the per case fees quoted in items 1, 2, and 3).

Note: Please include the unit (case or pound) for the quotation. If storage price is quoted per case, the cost will be evaluated at 40 pounds per case.

Frozen \$.60/cs Refrigerated \$.60/cs Dry \$.60/cs

Outline the method that will be used to calculate the cost of extended storage for Member Districts:

See attached "Handling & Storage Rates"

- a. Are there any "in" and "out" charges? \$ 0 per _____
- b. Are there any "lot" charges? \$ 0 per _____
- c. Are there any other additional charges? \$ 0 per _____

- 9. **OPTIONAL:** Price per case for delivery of "Fee for Service" processed commodities:
\$ _____

Is there a minimum number of cases required per each delivery?
Yes _____ or No _____

If yes, please explain: _____

What is the delivery price per case if the minimum number is not reached?

\$ _____

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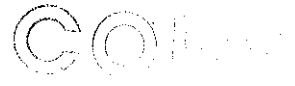
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10. Evidence of Responsibility: Please attach a letter outlining the information required in Paragraph 5 of the Instructions and Conditions, including financial resources, experience, organization, and additional qualifications for the performance of the work required in this proposal. *see attached*
11. Explain your company's experience handling USDA Foods aka "Brown Box" - please attach a letter. *see attached*
12. How many cases of product can your facility accommodate or would you be willing to dedicate to USDA Foods and Storage. 200,000 cases
13. What is the delivery frequency you can offer the Coop Members? weekly
14. Do you have an online system for ordering and tracking USDA Foods? Please explain in detail and be prepared to demonstrate. *see attached*
15. Can you name the staff that will be dedicated to this project? Operationally and Customer Service? *see attached*
16. Do you offer any no-cost value added service? If yes, please explain.

Added Value Optional Service: See Attached Proposal Worksheet #2 for distribution of USDA Fresh Cut Produce.

ORIGINAL SIGNATURE: *D. Maosen* (must use blue ink)
NAME AND TITLE: Dan MAOSEN CEO
COMPANY: Gold Star Foods, Inc.
ADDRESS: 3781 E. Airport Drive
Ontario, CA 91761
PHONE: (909) 843-9600 FAX: (909) 843-9659
E-Mail Address: bids@goldstarfoods.com
DATE: 1/24/14

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Proposal Worksheet #2 (Optional)

Proposal Worksheet for Distribution of USDA/DOD Fresh Produce

Added Value Optional Service:

Prospective bidders may also quote on the distribution of USDA fresh cut produce (e.g. sliced apples and similar product). [The potential Distributor may bid all or any combination of Districts]. This is an additional service and can be quoted as a separate per case charge from the "brown box" proposal. This produce would be delivered to the distributor's dock free of charge, just like the brown boxes and then distributor would deliver the produce to the member district.

Please quote as follows:

1. Price per case of produce: \$ 2.50
2. Minimum charge per stop, if any \$ 25 cases
3. List below the Districts you wish to provide this service to or indicate entire cooperative

Entire Super Commodity Cooperative: Yes or No

Please attach to Worksheet 2 a list of Districts that you wish to deliver USDA Fresh Cut Produce.

ORIGINAL SIGNATURE: Desmedt (must use blue ink)

NAME AND TITLE: Don Maasen CEO

COMPANY: Gold Star Foods, Inc.

ADDRESS: 3781 E. Airport Drive
Ontario, CA 91761

PHONE: (909) 843-9600 FAX: (909) 843-9659

E-Mail Address: bids@goldstarfoods.com

DATE: 1/24/14

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