



Solicitation Number: RFP #111621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Gold Star Foods Inc., 3781 E. Airport Dr., Ontario, CA 91761 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to eligible entities. Participation in this contract is open to eligible School Food Authorities (SFA) as defined in 7 C.F.R. §210.2 (Participating Entity). Sourcewell issued a public solicitation for Food Products and Distribution for School Food Authorities with Related Supplies, Technology, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to three times, for one additional year each, upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws. Supplier and any party conducting work onsite at a Participating Entity will follow all policies and procedures relating to the prohibition of any tobacco or alcohol products in support of a tobacco and alcohol/drug free environments.

C. LOCAL GROWERS. Participating Entities may support the use of local sources in procuring food items. Supplier agrees it will make efforts to make local products available as part of this Contract.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it

may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

F. **PRODUCT RECALLS.** Participating Entities have the right to recall any product which they have reason to believe may not comply with specifications contained in this RFP and/or requirements of the Federal government. Supplier warrants that it possesses the means to enable it, or any product supplier or distributor it engages in the performance of this contract, to implement product recalls based upon lot numbers of products. Supplier will immediately notify Participating Entity of any product recalls contained within purchases made under this

Contract. Supplier will be responsible, at its own cost, for the removal and disposition of all recalled products that are defective on delivery to a Participating Entity in compliance with all applicable laws, rules or regulations and Participating Entity's reasonable instructions. Participating Entity will assist Supplier in providing information needed to implement a product recall.

G. REBATES. All rebates available through any applicable federal, state or supplier program for any eligible food purchases are retained by Participating Entity making purchases utilizing this Contract. Sourcewell is not entitled to and does not receive or retain any rebate amount derived from eligible purchases made by a Participating Entity under this Contract.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

C. SCHOOL FOOD PROGRAM COMPLIANCE. Supplier certifies that food products, processes, services, and solutions in this Contract meet State and Federal guidelines, regulations, and laws applicable to schools and institutions participating in the National School Lunch Program (NSLP), Child Nutrition Programs, the Nutrition Services Incentive Program, or any other applicable program. All applicable laws, regulations, and requirements are incorporated in this Contract. All items included in this Contract must conform to the standards published in the USDA Food-Buying Guide for the School Lunch Program. All meats offered in this Response shall be USDA inspected. Supplier must follow the most current version of the FDA's food security guidance in performance of this Contract.

D. FOOD PACKAGING. Supplier certifies all products offered under this Contract are packed under continuous USDA inspection where applicable, and all packaging is approved by the USDA and the Food and Drug Administration for contact with food and conforms to USDA labeling requirements. Where applicable, Suppliers must hold Hazard Analysis and Critical Control Program certification and must provide documentation of this certification as requested by a Participating Entity.

E. NUTRITION INFORMATION. Upon request Supplier must make available nutritional information and ingredient statements for all market basket items and any additional items included or offered under the Contract within seven days. Upon request Supplier must provide certification of Child Nutrition Labeling and/or the equivalent meal USDA contribution within seven days.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit

Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Gold Star Foods Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/27/2022 | 11:27 AM CST

DocuSigned by:
Sean C. Leer
By: 2E981BF06FE44AB...
Sean C. Leer
Title: CEO
Date: 1/28/2022 | 2:05 PM EST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 1/28/2022 | 1:27 PM CST

RFP 111621 - Food Products and Distribution for School Food Authorities with Related Supplies, Technology, and Services

Vendor Details

Company Name: Gold Star Foods
Does your company conduct business under any other name? If yes, please state: California
Address: 3781 E. AIRPORT DRIVE
ONTARIO, California 91761
Contact: John Cho
Email: bids@goldstarfoods.com
Phone: 909-843-9600
Fax: 909-843-9600
HST#:

Submission Details

Created On: Wednesday November 03, 2021 11:00:58
Submitted On: Tuesday November 16, 2021 14:23:46
Submitted By: John Cho
Email: bids@goldstarfoods.com
Transaction #: a749d79b-ebbc-4421-85ec-6fef278574cb
Submitter's IP Address: 12.251.163.62

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Gold Star Foods, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NutriStudents K-12®
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable
4	Proposer Physical Address:	3781 E. Airport Dr. Ontario, CA 91761
5	Proposer website address (or addresses):	www.goldstarfoods.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Sean C. Leer CEO 3781 E. Airport Dr. Ontario, CA 91761 sean@goldstarfoods.com 909-843-9607
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Cho VP Contracts and Merchandising 3781 E. Airport Dr. Ontario, CA 91761 johncho@goldstarfoods.com 909-843-9617
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott Benne Chief Commercial Officer 3781 E. Airport Dr. Ontario, CA 91761 scottbenne@goldstarfoods.com 678-852-0563 Stephanie Ewing, RD, SNS Chief, Federal & State Food Programs 3781 E. Airport Dr. Ontario, CA 91761 sewing@goldstarfoods.com 530-295-7055 Ryan Molnar Vice President - Sales East 3781 E. Airport Dr. Ontario, CA 91761 ryanmolnar@goldstarfoods.com 909-280-1767 Peter Woods Vice President - Sales West 3781 E. Airport Dr. Ontario, CA 91761 peterwoods@goldstarfoods.com 626-253-9880 Rani Romero Vice President - Customer Solutions 3781 E. Airport Dr. Ontario, CA 91761 rani@goldstarfoods.com 909-843-9609

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Gold Star has provided distribution services to schools for the last 43 years. As the largest K-12 school-dedicated solutions provider in the nation, we currently partner with eight (8) State Agencies and over 8,500 school districts to support the service of over 9 million meals per day (1.6 billion meals annually), through our twelve (12) Distribution Centers located in California (2), Oregon, Idaho, Colorado, Connecticut, Louisiana, Texas, Missouri (2), Pennsylvania, and Virginia. Our expertise in supporting our State Agency and school district partners' food service operations goes well beyond the receipt, storage, and delivery of food.</p> <p>Gold Star is a nationally recognized supply system solving the complex needs of our specialized child nutrition partners. Management of the supply chain is our business. Gold Star collaborates with local and national farmers and manufacturers, and Approved USDA Foods Processors to ensure full control and traceability of the ingredient supply chain. All these activities are managed within our proprietary ERP system.</p> <p>Our enterprise objective is to source items ethically and strategically to ensure optimum sustainability, integrity, and pricing for our customers. In essence, we weigh all elements of sustainability:</p> <ul style="list-style-type: none"> • Social Impact • Environmental Impact • Financial implications • Support of Local Economies <p>Our comprehensive proposal will provide you an in-depth outline of the successful model that Gold Star utilizes across the U.S. Our entire team from our dedicated truck drivers, warehousemen, and K12 Account Specialists through to our Executive Leadership team are the "best in the business" and solely focused on the success of our Child Nutrition Partners. Our business model is unlike any that you have experienced in the past, our processes are transparent, auditable, and compliant with all Federal, State, and Local regulations.</p>
10	What are your company's expectations in the event of an award?	Gold Star is currently an awarded vendor as part of the Multi-Unit Group (MUG) contract. Responding to this RFP independently will allow us to implement our own marketing strategy to Sourcewell members nationwide. We view the award of this contract an open opportunity to offer this contract as an available and compliant procurement to purchase foods for their child nutrition programs. In our experience, the success of utilizing this contract is 100 percent based on Gold Star's ability to effectively sell this contract to our Sourcewell partners.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>GS Foods Group, Inc. ("GS Foods" or the "Company"), a leading specialized food distributor owned by affiliates of Highview Capital, LLC ("Highview") and A&M Capital Partners ("AMCP"). With more than 50 years of industry experience, GS Foods encompasses a family of specialized foodservice companies that provide trusted food distribution and product solutions nationwide with annual revenues exceeding \$1 billion. Gold Star Foods, Inc. is the K-12 division of GS Foods. As the nationally recognized leader in K12 school sales, the Company services approximately 1,000 school districts, including Los Angeles Unified, the nation's third largest district.</p> <p>With assets exceeding \$500 million and a line of credit of \$50 million dollars, combined with the financial backing of two private equity sponsors, the Company possess the financial strength to grow internally and through acquisitions. In the last 10 months, the Company purchased Fresno Produce, Hayes, and SLP in California, C&C Produce in Missouri, Thurston Foods in Connecticut and opened three new distribution centers in Texas, Pennsylvania, and Missouri.</p> <p>The Company maintains open credit terms with nationally recognized food processors and distributors, along with strong banking relationships. The Company is in compliance with all existing debt covenants. Reference will be provided upon request.</p>
12	What is your US market share for the solutions that you are proposing?	<p>Gold Star is the largest K-12 school-dedicated solutions provider in the nation, we currently partner with eight (8) State Agencies and over 8,500 school districts to support the service of over 9 million meals per day (1.6 billion meals annually), through our twelve (12) Distribution Centers. Gold Star supports the service of nearly 30% of all meals served in the National School Lunch Program. In our USDA Foods Program, Gold Star is the single largest recipient of USDA Foods in the nation, receiving more than \$235 million in foods annually totaling just over 24% of all food purchased by the USDA.</p> <p>Gold Star is a nationally recognized supply system solving the complex needs of our specialized child nutrition partners. Management of the supply chain is our business.</p>
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Gold Star has never petitioned for bankruptcy protection.
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Gold Star Foods is best described as a distributor. Gold Star currently purchases foods from over 500 manufacturers nationwide to supply our school partners with compliant and nutritionally adequate foods for use in the Child Nutrition Programs. All services provided under this contract is owned/controlled by Gold Star.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Gold Star holds all applicable business licenses needed in all states that we do business with including food safety certifications.
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Gold Star has never been suspended or debarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
17	Describe any relevant industry awards or recognition that your company has received in the past five years	Gold Star does currently have any industry awards or recognitions in the last five years, however, we are actively involved in the industry as members of the State and National School Nutrition Associations, Association of School Business Officials, and the American Commodity Distribution Association.
18	What percentage of your sales are to the education sector in the past three years	Gold Star Foods is 100 percent dedicated to schools, therefore, 100 percent of our sales are in the education sector.
19	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Please see attached document labeled: Table 3 Line 19 Sourcwell RFP 111621

Table 4: References/Testimonials

Line Item 20. Supply reference information from three customers who are eligible to be Sourcwell participating entities as defined in the RFP.

Entity Name *	Contact Name *	Phone Number *
Hueneme Elementary School District	Joanna Carino Director, Child Nutrition	805-946-2250
Napa Valley Unified School District	Kristen Tekell Director, Child Nutrition	707-253-3868
West Sonoma High School District	Andrew Soliz, MBA, SNS Chief Business Official	801-201-1648

Table 5: Top Five School Food Authority Customers

Line Item 21. Provide a list of your top five school food authority customers (entity name is optional), including entity type, the state the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Territory *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Los Angeles Unified School District	Educational System	California - CA	Strategic Sourcing Partner for Fresh Produce, Fresh Bread, Miscellaneous Commercial and USDA Processed Foods, and Strategically Sourced No Antibiotic Ever Chicken	\$961.00 per drop	\$56,572,600 annual average
Clark County School District	Education	Nevada - NV	Purchase and Distribution of Fresh Produce and various Commercial Foods	\$37,775.00 per drop	\$7,895,000 annual average
Prince William County Schools	Education	Virginia - VA	Purchase and Distribution of USDA Direct Delivery, Processed USDA Foods, and Commercial Foods	\$10,750.00 per drop	\$11,876,000 annual average
Mesa Unified School District	Education	Arizona - AZ	Purchase and Distribution of Processed USDA Foods and Commercial Foods	\$43,989.00 per drop	\$3,504,500 annual average
Santa Ana Unified School District	Education	California - CA	Purchase and Distribution of USDA Direct Delivery, Processed USDA Foods, and Commercial Foods	\$6,986.00 per drop	\$10,317,000 annual average

Table 6A: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of eligible Sourcwell participating entities across the US. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
22	Sales force.	Please see attached document labeled: Table 6: Lines 22-27 Sourcwell RFP 111621.	*
23	Dealer network or other distribution methods.	Please see attached document labeled: Table 6: Lines 22-27 Sourcwell RFP 111621.	*
24	Service force.	Please see attached document labeled: Table 6: Lines 22-27 Sourcwell RFP 111621.	*
25	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Please see attached document labeled: Table 6: Lines 22-27 Sourcwell RFP 111621.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Please see attached document labeled: Table 6: Lines 22-27 Sourcwell RFP 111621.	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Please see attached document labeled: Table 6: Lines 22-27 Sourcwell RFP 111621.	*
28	Identify any USDA identified regions of the United States that you will NOT be fully serving through the proposed contract.	Gold Star Foods has the ability to service all regions of the Sourcwell contract through our 12 Distribution Centers and utilizing our internal network of Third Party Logistics partners to service all regions.	*
29	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Gold Star can offer services to Hawaii, Alaska, and US Territories through our National Sales Program. This program utilizes our single drop pricing plus freight to deliver foods into a single location. This program will be explained more in our pricing methodology.	*

Table 6B: Ability: USDA Regional Self-Identification

Indicate below the USDA regions that you will serve in the event of an award. If you intend to compete for award in a self-identified region you must complete the appropriate pricing tab in the mandatory Market Basket workbook and upload it in the "Documents Upload" section. Failure to provide pricing for a region will result in disqualification of consideration for that region. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Competing In *	Comments
30	Mid-Atlantic Region	<input checked="" type="radio"/> Yes <input type="radio"/> No	
31	Midwest Region	<input checked="" type="radio"/> Yes <input type="radio"/> No	
32	Mountain Plains Region	<input checked="" type="radio"/> Yes <input type="radio"/> No	
33	Northeast Region	<input checked="" type="radio"/> Yes <input type="radio"/> No	
34	Southeast Region	<input checked="" type="radio"/> Yes <input type="radio"/> No	
35	Southwest Region	<input checked="" type="radio"/> Yes <input type="radio"/> No	
36	Western Region	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Gold Star Foods works with over 8,500 school districts across the nation. Each year, schools choose how they competitively procure for the purchase and distribution of commercial foods, fresh produce, and USDA Foods Processed End Products. Upon award of the Sourcewell contract, Gold Star will be able to utilize this contract as an available option for schools to purchase and receive compliant foods. As a school dedicated solutions provider, working with Gold Star is more than working with a standard - broadline "box mover". Included in our marketing materials is information about what a difference working with Gold Star makes. I encourage the Sourcewell evaluation committee view the following video about Gold Star Foods. https://vimeo.com/495547781 .
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Gold Star Foods utilizes Facebook, Instagram, and Twitter to provide our customers insight into events that Gold Star is hosting or participating in, updates about regulatory compliance, highlighting the amazing work that our school partners do on a daily basis and to help our overall brand awareness. In our online ordering system, we have our twitter postings available to read, since many schools cannot access social media while at work. Our overall goal is to use our social media platform to provide beneficial information to our school partners that will enhance their programs.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is the preeminent cooperative for public schools across the U.S. School Nutrition Programs services offered by Sourcewell is an untapped market within your membership and we feel that upon award we could collaboratively accelerate the growth of school nutrition distribution by successfully providing the solution that schools want but never knew existed. A partnership between Sourcewell and Gold Star would provide value added services that members have received in other purchasing categories. Gold Star works closely with our school partners both as current customer and potential customers providing various education sessions. These education session include USDA Foods Program Management and Procurement. Our procurement sessions allow schools to identify their needs to operate a successful program as well as identify what type of procurement is needed to meet their goals. The Sourcewell competitive procurement process is one option for schools to use and has been and will continue to be incorporated into these education sessions.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Please see attached document labeled: Table 7: Lines 40 Sourcewell RFP 111621.

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, nutritional, regulatory, or compliance training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Please see attached document labeled: Table 8: Lines 41-46 Sourcewell RFP 111621.
42	Describe any technological advances that your proposed products or services offer.	Please see attached document labeled: Table 8: Lines 41-46 Sourcewell RFP 111621.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please see attached document labeled: Table 8: Lines 41-46 Sourcewell RFP 111621.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see attached document labeled: Table 8: Lines 41-46 Sourcewell RFP 111621.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Please see attached document labeled: Table 8: Lines 41-46 Sourcewell RFP 111621.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Please see attached document labeled: Table 8: Lines 41-46 Sourcewell RFP 111621.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	Food is a perishable commodity in the supply chain and there are many variables to ensure its freshness and safety. All vendors will require a hold harmless assignment as many factors can cause issues throughout the supply chain. Gold Star requires all vendors comply with the most stringent food safety and traceability requirements and we require that all product received maintain a minimum of 75% shelf-life remaining.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not Applicable
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable
50	Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Not applicable
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not applicable
52	What are your proposed exchange and return programs and policies?	Not applicable
53	Describe any service contract options for the items included in your proposal.	Not applicable

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	Please see attached document labeled: Table 9B: Lines 54-55 Sourcewell RFP 111621.
55	Describe any service standards or guarantees that apply to your services (policies, metrics, recalls, corrections, lead times, etc.)	Please see attached document labeled: Table 9B: Lines 54-55 Sourcewell RFP 111621.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods?	Gold Star offers school districts payment terms of NET 30 from the date of the delivery/invoice.
57	Describe any leasing or financing options available for use by participating entities.	Gold Star does not offer leasing or financing options.
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	School Districts that elect to utilize the Sourcewell RFP as their awarded contract, must provide Gold Star with a formal request for the contract and associated pricing. The district will validate that the pricing is within range for the services offered within the contract. Gold Star will provide them with a formal letter with the agreed up terms, conditions, service model, and pricing for their acceptance and district approval.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Gold Star does not accept the P-card procurement and payment process at this time.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your mandatory Market Basket price sheet and any supporting pricing materials (if applicable) in the document upload section of your response.	Please see attached document labeled: Table 11: Lines 60, 65-67 Sourcewell RFP 111621.
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Gold Star is not currently offering a discount for the services offered in this contract. Should volume associated with the purchases on this contract allow for volume discounts or other discounts, Gold Star will reconsider.
62	Describe any quantity or volume discounts or rebate programs that you offer.	Gold Star is not currently offering a volume discount for the services offered in this contract. Should volume associated with the purchases on this contract allow for such discounts, Gold Star will reconsider.
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products and services outlined in Gold Star's response are based on delivered cost. Please refer to Line item 60, for our complete explanation of our pricing model.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Gold Star's pricing is fully transparent and auditable. There are no hidden prices or additional pricing outside of our delivered price.
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see attached document labeled: Table 11: Lines 60, 65-67 Sourcewell RFP 111621.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, or any offshore delivery.	Please see attached document labeled: Table 11: Lines 60, 65-67 Sourcewell RFP 111621.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Please see attached document labeled: Table 11: Lines 60, 65-67 Sourcewell RFP 111621.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	d. other than what the Proposer typically offers (please describe).	Gold Star is offering a specific service and pricing model to Sourcewell members that is based off the service requirements outlined in this RFP and can be utilized by any of Sourcewell's member districts. This model provides a fair cost for the foods requested and the services offered to allow schools to meet the requirements of the Child Nutrition Programs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Gold Star has the ability to assign all school districts utilizing the Sourcewell contract as such, therefore all internal data and reporting capabilities can be tied to Sourcewell.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Gold Star utilizes internal sales and margin reports to identify whether this contract is covering all overhead costs. In addition, we have contract metrics that will track the number of schools utilizing this contract. As we see increases in the number of schools using this contract, we will deem this a success.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Gold Star will offer Sourcewell a 1% administrative fee based off net sales after all manufacturer billbacks and USDA Foods Commodity discounts are deducted.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please see attached document labeled: Table 14A: Lines 72-73 Sourcewell RFP 111621.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see attached document labeled: Table 14A: Lines 72-73 Sourcewell RFP 111621.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Food products: Grocery – Dry, Refrigerated, Frozen; Beverages; Dairy; Meat/Poultry; and, Fresh Produce	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gold Star is able to offer a full compliment of commercial dry, frozen, and refrigerated foods, fresh bread, fresh produce, and USDA Foods Processed End Products.
75	Related supplies: Paper products and disposables; janitorial and chemical supplies, small wares, serving equipment and tabletop items; and, kitchen equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gold Star can offer a subset of paper, disposables, chemical, and other small wares.
76	Related technology and services: Food service-related software or technology solutions and services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gold Star is offering our full compliment of technology solutions and can also offer the service offered by NutriStudent. Gold Star solutions are included in our service model. The services offered by Nutristudent are available for a small fee.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe your out-of-stock/backorder and product substitution policies.	Please see attached document labeled: Table 15: Lines 77-82 Sourcewell RFP 111621.
78	Describe your product recall policies and processes.	Please see attached document labeled: Table 15: Lines 77-82 Sourcewell RFP 111621.
79	Describe your company's capabilities with fresh produce. How are local produce sources identified?	Please see attached document labeled: Table 15: Lines 77-82 Sourcewell RFP 111621.
80	Describe how your company will handle a participating entity that has manufacturer agreements in place.	Please see attached document labeled: Table 15: Lines 77-82 Sourcewell RFP 111621.
81	Describe how participating entities will access nutritional and product information.	Please see attached document labeled: Table 15: Lines 77-82 Sourcewell RFP 111621.
82	Describe your company's ability to track and accommodate pick up, warehousing and delivery of USDA Foods.	Please see attached document labeled: Table 15: Lines 77-82 Sourcewell RFP 111621.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - RFP_111621_Food_Products_and Distribution_(FSA)_Market_Basket.zip - Tuesday November 16, 2021 14:21:15
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Sourcewell RFP 111621 - Gold Star Foods Marketing Materials.zip - Tuesday November 16, 2021 13:55:26
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Upload Additional Document](#) - Sourcewell RFP 111621 - Gold Star Foods Upload Additional Documents.zip - Tuesday November 16, 2021 13:58:30
- [Standard Transaction Document Samples](#) - Invoice Detail.docx - Tuesday November 16, 2021 12:05:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Leer, Chief Executive Office, Gold Star Foods, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Food_Products_and_Distribution_(FSA)_RFP_1109021 Mon October 18 2021 07:53 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Food_Products_and_Distribution_(FSA)_RFP_1109021 Fri October 15 2021 08:16 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Food_Products_and_Distribution_(FSA)_RFP_1109021 Wed October 13 2021 08:26 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Food_Products_and_Distribution_(FSA)_RFP_1109021 Tue October 5 2021 08:17 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Food_Products_and_Distribution_(FSA)_RFP_1109021 Thu September 30 2021 03:49 PM	<input checked="" type="checkbox"/>	2