



GOLD STAR FOODS

March 13, 2024

San Gabriel Valley Food Services Purchasing Cooperative Group
546 South Citrus Avenue
Azusa, CA 91702

Re: Extension Offer for RFP: 22-23-01-01 Bread Products

Gold Star Foods, Inc. is awarded the contract to the San Gabriel Valley Food Services Purchasing Cooperative Group in accordance with your bid mentioned above. The term of that original contract is July 1, 2023 through June 30, 2024. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods respectfully requests a one-year extension effective July 1, 2024 with the following representation:

1. **Manufacturer price changes:** Any additional supporting documentation will be provided to the district upon request.
2. **CPI Increase:** 1.01 % Based on the Consumer Price Index for Los Angeles-Long Beach-Anaheim "All Urban Consumers" "All Items Less Shelter".

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you,

John Cho
V.P. of Revenue Management

Acceptance:

Signature


Title **Assistant Superintendent Business Services**

Date

Databases, Tables & Calculators by Subject

 [Special Notices](#) 12/05/2023

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Data extracted on: March 13, 2024 (5:59:11 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURS49ASA0L2, CUUSS49ASA0L2
 Not Seasonally Adjusted
Series Title: All items less shelter in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items less shelter
Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	218.614	219.973	221.974	221.692	222.926	222.942	222.330	221.841	221.494	220.815	218.208	216.134	220.745	221.353	220.137
2015	214.533	216.374	219.281	218.858	222.010	220.669	222.521	221.135	219.652	219.771	219.247	218.173	219.352	218.621	220.083
2016	220.019	219.387	219.558	220.292	221.281	221.134	220.438	219.575	219.676	220.640	218.881	218.445	219.944	220.279	219.609
2017	220.314	221.681	222.476	223.272	223.918	223.265	223.536	223.663	224.951	225.188	225.503	225.322	223.591	222.488	224.694
2018	227.716	229.387	229.885	230.208	230.818	229.915	230.487	230.417	231.225	233.375	231.868	230.095	230.450	229.655	231.245
2019	231.460	231.196	232.548	235.395	236.119	234.840	234.910	234.219	235.978	238.399	236.218	234.021	234.609	233.593	235.624
2020	236.840	237.401	234.478	232.812	233.970	235.405	237.153	237.676	237.055	237.989	238.544	237.923	236.437	235.151	237.723
2021	238.459	239.730	241.621	245.599	247.617	249.348	251.018	251.738	252.632	255.841	257.498	258.528	249.136	243.729	254.543
2022	262.356	263.316	269.412	270.699	273.374	277.836	276.302	275.119	276.418	278.261	274.389	270.398	272.323	269.499	275.148
2023	278.306	276.631	276.112	278.294	278.316	279.524	278.963	281.314	281.581	281.198	278.127	277.532	278.825	277.864	279.786
2024	281.104	282.256													

CPI CALCULATION

$281.104 - 278.306 = 2.798$

$2.798 / 278.306 = 0.0101$

$0.0101 * 100 = 1.01\%$

CONTRACT FOR BREAD PRODUCTS

This Contract for Bread Products ("Contract"), is entered into this 1 day of July, 2023, by and between **Azusa Unified School District**, a California Public School District ("District") by and on behalf of the **San Gabriel Valley Food Services Purchasing Cooperative** ("Co-Op") and Gold Star Foods ("Vendor"). This Contract is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, in or about March 2023, the District issued a Request for Proposals pursuant to which the District solicited proposals from Vendors to provide Fresh Bread Products for the food and cafeteria programs at the Member District schools within the Co-Op.

WHEREAS, the Vendor submitted a written response to the RFP; by this reference, the RFP and the RFP Response are incorporated into this Contract.

WHEREAS, the District desires to retain Vendor to procure and deliver Bread Products to the Co-Op Member Districts' elementary, middle, and high schools, which is incorporated herein by reference.

WHEREAS, Vendor represents that it is qualified and capable of performing the services and procuring and delivering the Bread Products to the Member Districts' schools within the Co-Op in accordance with the Member Districts' Delivery Service and Frequency.

WHEREAS, as required by the Laws and/or the nature of services provided, Vendor shall maintain, throughout the term of this Contract, all permits and licenses for the food services facility in which it prepares or procures and stores the Bread Products and shall ensure that all health and sanitation requirements of the California Retail food Code are met at all times.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Vendor agree as follows:

1. This Contract is entered into pursuant to a Notice Calling for Proposals processed under District issued RFP Number 22-23-01-01.
2. **Contract:** The complete Contract includes all of the contract documents listed in Section 13 below, including the Notice Calling for Proposals and the attachments thereto, Workers' Compensation Certificate, Insurance Policies, Scope of Work and Instructions for Vendors, this Contract, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.
3. **Term:** The Contract term shall be for one (1) year. Contract shall begin on July 1, 2023 and continue in full force and effect through June 30, 2024. Term of the Contract may be extended upon mutual consent of District and successful Vendor(s) for an additional two (2) one-year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Contract is three (3) years. If District decides to exercise one or more of the one-year option terms, such option shall be exercised by District's issuance of a written extension sixty (60) days prior to the expiration of the initial term or expiration of the one-year option term, as applicable.
4. **Contract Price:** The pricing proposed on the Proposal Pricing Sheet must remain in effect for the term of the Contract.
5. **Price Adjustments:** The successful Vendor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180

calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by Districts.

In the event of a decline in price, the successful Vendor is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

Price changes must be communicated in writing to each member district listed in the contract at least 30 days before the price changes will take effect. Fuel surcharges will not be accepted nor permitted under this contract.

6. Price Increase: Pricing shall remain firm for one (1) year from the award of the RFP before any price increase is permitted. The successful vendor(s) shall submit to the District, a written notice, of any price changes. The District must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days' notice to the District (See Price Adjustment section). In the event of the price increase, the District reserves the right to cancel such items from the proposal. Failure to meet these requirements set forth may be cause for Default under the Termination for Default clause of this proposal.

7. Default and Termination for Cause: The District may, by written notice of default to the successful Vendor, terminate the Contract in whole or in part if:

- The successful Vendor fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily; The District may require additional samples of bakery products that meet the qualifying specifications. OR:
- The successful Vendor fails to perform any of the other provisions of the RFP or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the "Districts" may authorize in writing) after receipt of notice from the District specifying such failure. In the event the Districts terminate the Contract, in whole or in part, the District may acquire bakery products, similar to those so terminated from another source, and the successful Vendor shall be liable for any excess costs of acquisitions of such similar supplies.

8. Termination for Convenience: District may, at any time, upon seven (7) days advance written notice to Vendor terminate this Contract for the District's convenience and without fault, neglect or default on the part of the Vendor. In such event, the Contract shall be deemed terminated seven (7) days after the date of the District's written notice to Vendor or such other time as the District and Vendor mutually agree upon. In such event, the Member District's shall make payment of the Contract Price to Vendor for Bread Product provided through the date of termination plus actual costs incurred by Vendor directly attributable to such termination but in no event shall the actual costs exceed One Thousand Dollars (\$1,000.00).

9. Independent Contractor: Vendor is and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between District and Vendor or any of Vendor's employees or agents. Vendor shall assume exclusively the responsibility for the acts of its employees and agents as they relate to services to be provided during the course and scope of their employment. Vendor, its employees and agents, shall not be entitled to any rights and/or privileges of District's employees and shall not be considered in any manner to be District's employees.

10. Invoice Statement and Payment:

a. At the end of each month, Vendor shall submit to District's Accounts Payable Department an itemized invoice specifying accurate detail based on the terms of the RFP and this Contract. Invoices must identify the billing period, delivery site, product name, quantity, unit size, and unit price.

b. An original invoice must be signed by the individual receiving the product and is to be left for the food service kitchen lead. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

c. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued within 10 operating days.

d. District shall pay undisputed invoices within thirty (30) days of receipt of each invoice. The payments will be made in arrears throughout the term of the Contract and in accordance with the fees specified in this Contract.

11. Insurance: Prior to issuance of a purchase order, the successful vendor shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful vendor's policies have been endorsed to name the District as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the successful vendor's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice" being given to the District Purchasing Department. During the term of the contract, the successful vendor shall, at its own cost and expense maintains the following types of insurance:

- Comprehensive General Liability Coverage, per occurrence form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- Workers' Compensation insurance with limits as required by the Law.
- Business Automobile Liability Coverage with limits as required by the State of California

12. Indemnification: Vendor shall indemnify and hold harmless Member Districts, their Board of Education, officers, employees, and agents from any and all claims, demands, losses, liability for injury to or death of any person, damage to any property, suits or judgments to which District and/or Vendor may be subjected, including expenses of litigation, court costs, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising out of or alleged to arise out of actions, omissions, errors or negligent acts of Vendor or its officers, employees, or any other agent acting pursuant to and performing under this Contract. Vendor, however, shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified. Vendor, at Vendor's own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings arising out of or alleged to arise out of actions, omissions, errors or negligent acts of Vendor or its officers, employees, or any other agent acting pursuant to and performing under this Contract that may be brought or instituted against Member District's, their Board of Education, officers, employees or agents, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against Member District, their Board of Education, officers, employees or agents in any such action, suit or other proceedings as a result thereof.

13. Contract Documents: The documents forming a part of the Contract Documents consist of the following:

- Notice Calling for Proposals
- Proposal Form
- W-9
- Instructions for Vendors
- Statement of Vendor Qualifications
- Contract

21. Signature: This Contract must be signed in the name of CONTRACTOR and must bear the signature of the person or persons duly authorized to sign the Contract. If CONTRACTOR is a corporation, the legal name of the corporation shall first be set forth, together with either: (1) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officials"); or (2) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (3) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Contract. Such document shall include the title of the signatory below the signature and shall bear the corporate seal. If CONTRACTOR is a joint venture or partnership, there shall be submitted with the Contract, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and the individual who shall act in all matters relative to the Contract for the joint venture or partnership.

22. Governing Law: This Contract shall be construed in accordance with the laws of the State of California.

23. Entire Contract and Termination of All Prior Agreements: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all previous agreements and understandings, whether oral or written, between the parties, including purchase orders, are hereby terminated and cancelled in their entirety and are superseded by this Contract.

24. Waiver: The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Contract shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained herein.

25. Counterparts: This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as indicated below.

District:

AZUSA UNIFIED SCHOOL DISTRICT

By: _____

Name: Latasha Jamal

Title: Assistant Superintendent,
Business Services

Date: _____

Contractor:

Gold Star Foods _____

By: _____

Name: John Cho _____

Title: VP Revenue Management _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____