



GOLD STAR FOODS
PON FOOD DIVISION

JEFFERSON PARISH DEPARTMENT OF JUVENILE SERVICES

BID NO. 50-00144997

ONE YEAR CONTRACT FOR THE SUPPLY OF BREAD ITEMS

Due: April 26, 2024 @ 11:00 a.m. CST

**PON FOOD CORPORATION/DBA GOLD STAR FOODS, INC.
BID RESPONSE ENCLOSED**

(985) 386-6941

101 Industrial Parkway, Ponchatoula, LA 70454

GOLDSTARFOODS.COM

At Gold Star Foods, we exist to simply and sustainably nourish the specialized needs of our customers and communities. Our GROWING FORWARD initiative means strategically choosing partners who keep those same high standards. Here are a couple of our invaluable partners.



Real Good Fish is a community of fishermen and seafood lovers looking to share the bounty of our ocean.

Gold Star partners with Real Good Fish to support their sustainable catch methods and the diversity of species they offer, all while bringing greater health to fishermen, seafood lovers and the ocean itself.

The **Bay2Tray** program gives students access to fresh seafood and more nutritious meals, and it empowers them as the next generation of environmental stewards.



Family owned for more than 35 years, Bee Sweet Citrus adheres to agricultural practices that ensure freshness and safety of our citrus at every stage of production. Because they believe that food safety begins at the grove, they've implemented a strict Good Agricultural Practices (GAP) program on all their farms that focuses on mitigating and eliminating potential food safety risks, while simultaneously helping them achieve our goals in sustainability.



SPOT LIGHT



Harvest Farms rebuilds broken shipping pallets to reduce waste, recycle, and keep costs down.

30 PALLETS EVERY DAY



SAVED \$74,603

in product from landfill by donating it to local charities and employees



Food Finders has been critical in providing food to those in need and advocating to end food insecurity.



As a proud partner with Food Finders, Gold Star Foods' donations have translated into

408,240 MEALS

so far this year, **and we're not done!**



GOLD STAR FOODS

Leaders of Tomorrow with the Promise of a Sustainable Future

At Gold Star Foods, we exist to simply and sustainably nourish the specialized needs of our customers and communities. Once again, we find ourselves at the forefront of progress with our **GROWING FORWARD** initiative to secure and support sustainable food options, logistics and product sourcing.



GOLD STAR FOODS' Growing Forward Sustainability Initiative

OUR MISSION

Gold Star Foods bridges the gap between sustainable farming and school menus by building local farm-to-table partnerships and assisting schools with grants, all with full supply chain transparency.

OUR PLAN

- Bridging the partnership
- Vendor Sourcing: Good Food Purchasing Program Values, Local Farms
- Vendor Auditing and Scoring
- Data Collection for Schools
- Supply Chain Transparency

OUR VISION

As a foundation to becoming the most-valued and sought after specialized food partner, Gold Star Foods owns sustainability through partnerships with farmers and end users to achieve nutritional sustainability in schools.

FARM TO SCHOOL

- Community connection with local farms
- Nutritional local grown meals for students
- Student awareness on food system

CENTER FOR GOOD FOOD PURCHASING

- Local Economies • Environmental • Sustainability
- Valued workforce • Animal Welfare • Nutrition



BRINGING SUSTAINABILITY TO LIFE

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

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

We look forward to meeting and seeing what we can do for you.

(800) 540-0215

www.goldstarfoods.com

@goldstarfoods



A GS Foods Group Company



GOLD STAR FOODS

Because your School Nutrition Program
deserves a School Nutrition Service Provider

A SLICE ABOVE

Gold Star Foods has over **25 YEARS OF EXPERIENCE** providing fresh bread to K-12 school districts. That means we understand your bread programs and what's required for your success during these changing times: Dedicated, School Nutrition support exceeding your unique and critical expectations.



WE STAND BEHIND THE QUALITY OF OUR BREAD

SUSTAINABLY SOURCED

The wheat in our Gold Star Foods branded fresh bread is sustainably sourced from Robinson Ranch in Merced, California.

LOCALLY SOURCED

The flour in our Gold Star Foods branded fresh bread is milled and baked in Downtown Los Angeles

NUTRITIOUS BREAD

Gold Star branded fresh bread contains **NO HIGH FRUCTOSE CORN SYRUP and GLYPHOSATE**



25+

Years of Experience Selling
Fresh Bread to Schools



126

CA School Districts Served
Fresh Bread by Gold Star



1822

Schools Using Fresh Bread
from Gold Star Foods



AM or PM

Flexible Delivery Options
including Night Drops

With over **39 UNIQUE BREAD ITEMS** available to order, Gold Star Foods' bread program is specifically designed to meet the nutritional guidelines of the National School Lunch Program.

If you're looking for a true bread partner, Gold Star Foods is the upper crust.

We look forward to working with you to supply the highest quality bread available. Gold Star Foods can help support your farmers market activities at your schools, and even provide education to your staff, students and community.



Reach out today to experience the "Gold Star Difference"

(800) 540-0215

goldstarfoods.com

  @goldstarfoods



A GS Foods Group
Company

Beefy Totchos with a Churro

Try a new spin on a student favorite: **Nachos!**
Simply use tater tots as the base instead of chips!



Serving Instructions

Place about 8 tater tots on a tray or inside a boat. Top the tater tots with 0.5 oz. of shredded cheese. Place 1.5 oz. of ground beef on top of shredded cheese. Serve with a warm churro on the side.

NOTE: Hold in warmer at 140°F until service.
OPTIONAL: Serve with pico de gallo, hot sauce, fresh sliced jalapeños, or low-fat sour cream.

INGREDIENTS	QUANTITY	ITEM #
Tater Tots, Reduced Sodium	5 lbs. (1 bag)	405282
Cheese, Mild Cheddar & Monterey Jack	15.5 oz.	405802
Ground Beef, Raw	3 lbs.	140290
Tomato Sauce	3/4 cup	401448
Chili Powder	3 tbsp	209701
Garlic, Granulated	2 tbsp	202056
Cumin	2 tbsp	203637
Salt	1.5 tsp	239871
Cinnamon Churro, WG	31 each	138063

Yield: 31 servings (based on total)

2 oz. eq. Meat/Meat Alt. // 2 oz. eq. Grain // 1/2 cup Starchy Vegetable

NUTRITION FACTS*	
Calories	429 kcal
Total Fat	23 g
Saturated Fat	10 g
Trans Fat**	0.4 g
Cholesterol	48 g
Sodium	585 mg
Total Carbohydrate	39 g
Dietary Fiber	3 g
Total Sugars	6 g
Added Sugars	0 g
Protein	17 g

**Per USDA, food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.

Preparation instructions* for same day service

Follow local HACCP guidelines for preparation, holding, and storage.

TATER TOTS

- » Preheat the oven to 425°F.
- » Place parchment paper on a sheet pan. Spread frozen tater tots evenly in a single layer.
- » Turn halfway through cook time for uniform cooking. Bake for 12 to 17 minutes until the tater tots reach an internal temperature of 165°F.

GROUND BEEF**

- » Brown ground beef in a tilt skillet or steam jacket kettle. Break beef into crumbles while tater tots are cooking.
- » Drain fat.
- » Stir in chili powder, granulated garlic, cumin, salt, and tomato sauce into ground beef.
- » Let beef simmer for ~ 5 minutes. Cook until an internal temperature of 160°F.

CHURROS

- » Preheat the oven to 375°F.
- » Place parchment paper on a sheet pan. Spread frozen churros evenly in a single layer.
- » Cook for ~ 9 to 11 minutes and until they reach an internal temperature of 140°F.

Love the recipe but don't want to work with raw ground beef?

Substitute an unseasoned All-Beef Crumble like # 403542, follow oven cooking instructions on package, and season the crumbles with tomato sauce and listed spices.



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*Friendly reminders: A) Test this recipe in your cafeteria and make adjustments to this recipe as needed, B) Double-check the component crediting and nutrition facts information based on portion sizes and product reformulations, C) Factor in that only 2 oz. eq. of grain-based desserts may be offered weekly (check with the State Agency as your state may have stricter requirements), and D) Cooking times may vary depending on equipment.

GOLD STAR FOODS



Salad Bar Setup: Beefy Totchos



Need some salad bar inspiration to go with this delicious Beefy Totchos recipe? Take a look at our suggestions, **WHICH INCLUDE ALL 5 VEGETABLE SUBGROUPS***

Other



Starchy



Beans, Peas, & Lentils



Red/Orange



Dark Green
Cilantro, Fresh



Red Onion, Chopped

Corn, Canned

Black Beans, Canned

Salsa

Other

Jalapeños, Fresh



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*Please modify salad bar to meet the age/grade group requirements of the meal pattern, ensure daily/weekly minimums are being met, calculate the crediting based on the most current manufacturer information, adjust the menu, accordingly, and contact your State Agency for meal pattern/crediting questions.

GOLD STAR FOODS





SUPPLY CHAIN PRODUCT MANAGEMENT

CURRENT PRODUCT CHALLENGES

COMPANY	ISSUE	END DATE	REGION
General Mills	PRODUCT PRODUCTION CHALLENGES: Various Cereals	Ongoing	National
Malt O Meal	PRODUCT PRODUCTION CHALLENGES: Various Cereals	Ongoing	California

SOLUTIONS:
Reach out to your **Customer Experience Specialist** for Solutions in your local area

AVERAGE MANUFACTURER FILL RATE:
(July 2023 – Feb 2024)
*Industry Historical Standard is 98.5%

92.4%*

Vendor	NEW ITEMS	GSF #	Location	Lead
Tony Roberts	Quesadilla Brk Turk Saus WG IW	410399	California	14D
Voyage Foods	Spread Peanut Free Pouch Spread Hazelnut Free Pouch	254782 254783	California	10D
Savory Life	Black Bean & Cheese Empanada	154346	California	21D
Morning Star	Paradiso All Purpose Marinara Sauce Paradiso Peeled Tomatoes	254805 254809	California	7D
Pillsbury	Roll Mini Cinnis Caramel WG IW	154342	California	14D
General Mills	Parfait Vanilla RS LS Bulk	306272	California	14D

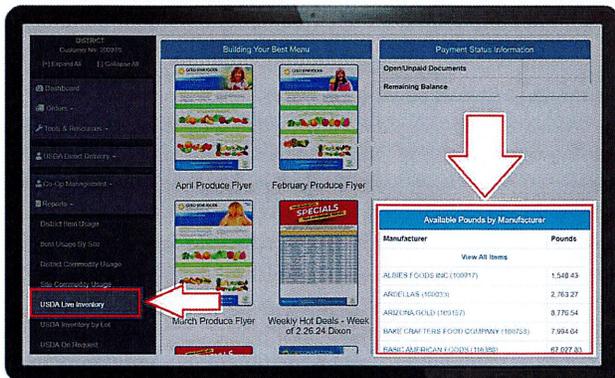


All varieties of Rice Krispies Treats are back into production and ready to be ordered!

MANAGING THROUGH THE END OF SY23-24

The school year is winding down, but don't let your entitlement go to waste.

The USDA requires that pounds and cases diverted should be used within the same school year. Check your processing balances and USDA LIVE Inventory through the GSF Online Program Management Portal and start placing orders to use your USDA Foods. Contact your Sales Manager if you need assistance.



Hunger doesn't take the Summer off, and neither do we! Ask us about our range of convenient heat-and-serve and thaw-and-serve options that cater to all your menu needs, ensuring no child misses out on a nourishing meal during the summer months.

The USDA has approved non-congregate meals in rural areas to allow greater flexibility in serving students and keeping them fed during the summer months. **CLICK HERE to see if your area qualifies for the rural designation.**

Contact Gold Star Foods today for more information.

(800) 540-0215 goldstarfoods.com @goldstarfoods



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CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

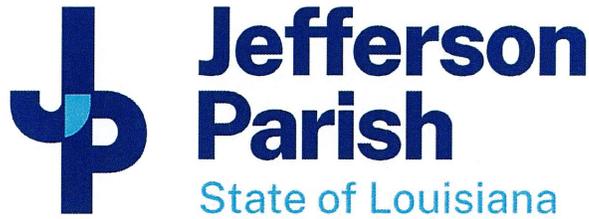
**5000144997 ONE (1) YEAR CONTRACT FOR THE SUPPLY OF BREAD
ITEMS FOR JEFFERSON PARISH DEPARTMENT OF JUVENILE
SERVICES**

Jefferson Parish Government

Project documents obtained from www.CentralBidding.com

19-Apr-2024 11:03:37 AM

Gold Star Foods



Bid Number 50-00144997

**ONE (1) YEAR CONTRACT FOR THE SUPPLY OF BREAD ITEMS FOR
JEFFERSON PARISH DEPARTMENT OF JUVENILE SERVICES**

BID DUE: April 26, 2024 AT 11:00 AM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Purchasing Specialist: Ruby Tran
Email: ruby.tran@jeffparish.net
Phone: 504-364-2687**

Gold Star Foods

DATE: 4/15/2024

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00144997

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
RTRAN@jeffparish.net

Bids will be received until 11:00 AM, 4/26/2024

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Gold Star Foods

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A1 17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

10, 12, 13, 16

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Cconviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DATE: 4/15/2024

BID NO.: 50-00144997

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications as per the appendix instructions will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

Gold Star Foods

DATE: 4/15/2024

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00144997

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: Pon Food Corporation/ DBA Gold Star Foods, Inc.

PURCHASING SPECIALIST:
RTRAN

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH	
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	_____
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	_____
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	_____

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____
NUMBER: _____
NUMBER: _____
NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME: Pon Food Corporation/ DBA Gold Star Foods, Inc.	V.P. of Revenue Management
SIGNATURE:	TITLE:
PRINT OR TYPE NAME: John Cho	
ADDRESS: 101 Industrial Parkway, PO Box 747	
CITY, STATE: Ponchatoula, LA	ZIP: 70454
TELEPHONE: (985) 467-8067	FAX: (985) 386-6975
EMAIL ADDRESS: mlanier@goldstarfoods.com	

TOTAL PRICE OF ALL BID ITEMS: \$ 18,279.65

Gold Star Foods

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00144997

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	75.00	CS	<p>ONE (1) YEAR CONTRACT FOR THE SUPPLY OF BREAD ITEMS FOR JEFFERSON PARISH DEPARTMENT OF JUVENILE SERVICES</p> <p>0001 - 100% WHOLE GRAIN RICH SLICED LOAF WHEAT BREAD BAKE CRAFTERS PULLMAN.</p> <p>PROVIDE ONE OUNCE GRAIN EQUIVALENT. PORTION TO PROVIDE AT LEAST 45 CALORIES WITH NO MORE THAN 165 MG OF SODIUM. PACKED: 12 PER CASE.</p> <p>BRAND: SUPERBAKERY 7677</p> <p>PACKED: 8/28.5OZ FROZEN</p>	\$ 46.14	\$ 3,460.50
2	75.00	CS	<p>0002 - 100% WHOLE GRAIN RICH WHEAT DINNER ROLLS, READY TO EAT. PROVIDE 1 OUNCE EQUIVALENT PER SERVING. PACKED: 6/32 COUNT.</p> <p>BRAND: FLOWERS #99823380</p> <p>PACKED: 8/24CT FROZEN</p>	\$ 39.31	\$ 2,948.25
3	50.00	CS	<p>0003 - CROISSANT, PETITE</p> <p>PACKED: 12/15 COUNT PER CASE.</p> <p>BRAND: BAKE CRAFTERS 868</p> <p>PACKED: 150/1.5OZ FROZEN</p>	\$ 76.54	\$ 3,827.00
4	25.00	CS	<p>0004 - CINNAMON RAISIN BREAD</p> <p>SLICES PER LOAF: 16</p> <p>PACKED: 10 LOAVES PER TRAY.</p> <p>BRAND: FLOWERS 10597360</p> <p>PACKED: 10/28 FROZEN</p>	\$ 79.74	\$ 1,993.50
5	120.00	BG	<p>0005 - BREAD, FRENCH</p> <p>PACKED: 10 LOAVES PER BAG.</p> <p>BRAND: GAMBINOS 86851 - 24" LOAF</p> <p>PACKED: 16 LOAVES PER CASE FROZEN</p> <p>DELIVERED TO: RIVARDE JUVENILE DETENTION HOME 1550 GRETNA BLVD. HARVEY, LA 70058</p>	\$ 50.42	\$ 6,050.40

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

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CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

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conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

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contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT

(For all awarded construction contracts with a value greater than \$2,000.00)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage

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requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

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<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor

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or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced

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by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(for all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(if federal award meets definition of “funding agreement” under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a

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nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the

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written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the

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contractor each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

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Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

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(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(for all awarded contracts with a value greater than \$150,000.00)

The Contractor and all subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit prior to award.)

The Contractor represents and warrants that it and its subcontractors are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with

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the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

BYRD ANTI-LOBBYING AMENDMENT

(for all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit prior to award.)

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

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PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) Telecommunication costs and video surveillance costs.

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(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in [§ 200.216](#) to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONFLICT OF INTEREST

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no “conflicts of interest” related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

Revised: 1/30/2023

Gold Star Foods

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BUY AMERICAN PROVISION

Pursuant to 2CFR200, performance of the Buy American Provision, for all Federal Grants not only for the agricultural commodities:

Definition of domestic commodity or product: the term ‘domestic commodity or product’ means -

- * An agricultural commodity that is produced in the United States; and
- * A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
- * Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

- A. Alternative substitute (s) that are domestic and meet the required specifications:
 1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

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(5000144997 - One (1) Year Contract for the Supply of Bread Items for Jefferson Parish Department of Juvenile Services)

2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

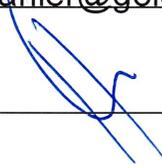
John Cho, V.P. of Revenue Management
(Name and Title of bidder's official)

Pon Food Corporation/ DBA Gold Star Foods, Inc.
(Name of bidder/company)

101 Industrial Parkway, PO Box 747
(Address)
Ponchatoula, LA 70454
(Address)

PHONE (985) 467-8067 FAX (985) 386-6975

EMAIL mlanier@goldstarfoods.com

 _____ Signature April 26, 2024 Date

City of Ponchatoula
BUSINESS LICENSE

2024

PON FOOD CORPORATION

P O BOX 747
PONCHATOULA, LA 70454

ACCOUNT NUMBER: 10834
LICENSE NUMBER: 30868
ISSUE DATE: 02/05/2024
EXPIRATION DATE: 12/31/2024

FEE: 7,500.00
ADD'L FEE: 0.00
FLAT RATE: 0.00
PENALTY: 0.00
DED & ADJ: 0.00
TOTAL PAID: 7,500.00

City of Ponchatoula
BUSINESS LICENSE

2024

PON FOOD CORPORATION

P O BOX 747
PONCHATOULA, LA 70454

LICENSE NO: 30868
ISSUED: 02/05/2024
EXPIRATION: 12/31/2024
LOCATION: 101 INDUSTRIAL PKWY
PONCHATOULA, LA 70454

2 / CONTRACTORS/WHOLESale/SERVICE/RENTAL/ETC
DENISE WEST

POST IN CONSPICUOUS PLACE

IF BUSINESS IS SOLD OR CLOSED NOTIFY
CITY OF PONCHATOULA IMMEDIATELY

Regina D. Umbach

AUTHORIZED SIGNATURE

PON FOOD CORPORATION
P O BOX 747
PONCHATOULA, LA 70454

ANNUAL

Louisiana Department of Health / Office of Public Health

628 N. 4TH STREET • 3RD FLOOR • BATON ROUGE, LOUISIANA 70802

Print Date 06/20/2023

Expires on 06/30/2024

2023 PERMIT TO OPERATE 2024

PERMIT NUMBER: 53-0009789-1

Type of Operation: Food Warehouse

Description: Multiple Food Warehouse (FSW Only) / ANNUAL

This is to certify that the below named owner and establishment name and location has duly registered with the Louisiana Department of Health in accordance with the Sanitary Code of Louisiana, and is hereby given permission to operate.

Permit to Operate is not transferable: New Owner and/or New Location requires a new permit.

Permit to Operate remains the property of the Louisiana Department of Health, Office of Public Health, and may be revoked or suspended for failure to comply with provisions of the State Sanitary Code or other applicable laws and/or regulations.

ISSUED TO/NOT TRANSFERABLE

PON FOOD CORP
PO BOX 747
PONCHATOULA LA 70454

PON FOOD CORP MULTIPLE FOODS
101 INDUSTRIAL PKWY
PONCHATOULA LA 70454

JOSEPH KANTER, M.D.
STATE HEALTH OFFICER

ANNUAL

Louisiana Department of Health / Office of Public Health

628 N. 4TH STREET • 3RD FLOOR • BATON ROUGE, LOUISIANA 70802

Print Date 06/20/2023

Expires on 06/30/2024

2023 PERMIT TO OPERATE 2024

PERMIT NUMBER: 53-0009789-1

Type of Operation: Food Warehouse

Description: Multiple Food Warehouse (FSW Only) / ANNUAL

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ISSUED TO/NOT TRANSFERABLE

PON FOOD CORP
PO BOX 747
PONCHATOULA LA 70454

PON FOOD CORP MULTIPLE FOODS
101 INDUSTRIAL PKWY
PONCHATOULA LA 70454

JOSEPH KANTER, M.D.
STATE HEALTH OFFICER

DUPLICATE

FOR YOUR INFORMATION Please post in a conspicuous place.

It is the responsibility of the permit holder to notify the appropriate Parish/Parish Manager of any changes regarding the above permitted establishment.

Please include the permit number of the establishment with any and all correspondence.



U.S. DEPARTMENT OF AGRICULTURE
 AGRICULTURAL MARKETING SERVICE
 FAIR TRADE PRACTICES PROGRAM,
 P.A.C.A. DIVISION
 NATIONAL LICENSE CENTER
 1400 Independence Ave SW
 Room 1510 Stop 0242
 Washington DC, 20250-0242
 (800) 495-PACA

LICENSE CERTIFICATE
 (Issued Under the Perishable Agricultural
 Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO. 19194096 2. ANNIVERSARY DATE 10-11-2024 3. TYPE OF BUSINESS FRESH AND FROZEN 4. NATURE OF BUSINESS WHOLESALE DEALER 5. OWNERSHIP TYPE CORPORATION 6. NO. OF BRANCHES 0

ATTN: PON FOOD CORP
 PON FOOD CORP
 P O BOX 747
 PONCHATOU LA, LA 70454-0000

*Read
 "NOTICE TO LICENSEE"
 on reverse side*

*LICENSEE:
 Please examine this
 Certificate for accuracy.
 Report errors to P.A.C.A.
 Office at above address*

BUS: 101 INDUSTRIAL PKWY
 PONCHATOU LA, LA 70454-0000

Phone: (985) 386-6941 Fax: (985) 386-6755 Email: DWEST@PONFOODCORP.COM

EIN: 72-0545834 STATE IN WHICH INCORPORATED OR FORMED: LA DATE INCORPORATED: 05-30-1961

PRINCIPALS -OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
GS SOLUTIONS HOLDING, INC.	STOCKHOLDER
GREG JOHNSON	CHIEF OPERATING OFFICER
SERGE LEHENAFF	CHIEF FINANCIAL OFFICER

MULTIPLE TRADE NAMES AND BRANCHES :

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231
 (10-02)
 CG: HF DL


 DEPUTY ADMINISTRATOR, FAIR TRADE PRACTICES PROGRAM

LICENSE
 AMENDED
 09-15-2023

NOTICE TO LICENSEE

This license covers transactions conducted only by the licensee to whom issued.

Licensees are required to promptly notify the Department of any changes to their license. This includes change of address, changes to principals, branches and trade names. More than one trade name may be used by an entity and covered by the same licensee after approval by the Department of Agriculture.

When there are any changes in ownership of a business, an additional or withdrawal of member of a partnership, or in case the business is conducted under a different corporate charter, a new license is required.

Report all changes to: U.S. Department of Agriculture
Agricultural Marketing Service
Speciality Crops Program, PACA Branch
National License Center
1400 Independence Ave SW RM 1522S
Washington, D.C. 20250-0242

Questions, call (800) 495-7222 or email PACALicense@ams.usda.gov

Visit our website at www.ams.usda.gov/paca

Executive Order 9397 and 7 USC 499, et. Seq., authorize solicitation of information. Disclosure is mandatory to evaluate eligibility of license. Failure to provide information may cause delay in processing the application. Information may be referred to: Department of Justice and other agencies, whether Federal, State, local or foreign responsible for implementing, or for investigation or processing violations of the applicable statute, rule regulation or order; to a court, magistrate, or administrative tribunal; or to a Congressional office in response to constituent's request about his/her records.

FV-231 (04-14) Reverse



Date:10/21/2022 11:15:45

Created Date

2013-12-26 14:21:09.0

Created by

pon85161

Registration Expiration Date

2024-12-31

Registration Renewed Date

2022-10-21

Last Updated

2022-10-21

Registration Status Reason

Biennial Registration Renewal - 2020

Registration Status

VALID

Is this facility engaged in the manufacturing/processing, packing, or holding of food for human or animal consumption in the United States?

Yes No

Section 1: Type of Registration

Facility Location: **Domestic Registration**

UPDATE OF REGISTRATION INFORMATION:

Registration Number: **18969200748** Pin No **88eB0e0a**

Are you the new owner of a previously registered facility?

Yes No

Previous Owner's Title:

Previous Owner's Name:

Previous Owner's Registration Number:

Section 2: Facility Name/Address Information

Facility Name

Pon Food Corporation

Telephone Number

001 985 3866941

Facility Name Suffix

Corporation

Fax Number

001 985 3866755

Facility Street Address, Line 1

101 Industrial Park Blvd

E-Mail Address

dwest@goldstarfoods.com

Facility Street Address, Line 2

City

Ponchatoula

Unique Facility Identifier (UFI)

State/Province/Territory

Louisiana

Zip Code (Postal Code)

70454

Country/Area

UNITED STATES

Section 3: Preferred Mailing Address Information



Complete this section if different from Section 2 Facility Name/Address Information (OPTIONAL)

Is the preferred mailing address the same as the facility address (Section 2)? No

Name	Telephone Number
Pon Food Corporation	001 985 3866941
Address, Line 1	Fax Number
Po Box 747	001 985 3866755
Address, Line 2	E-Mail Address
	dwest@goldstarfoods.com
City	
Ponchatoula	
State/Province/Territory	
Louisiana	
Zip Code (Postal Code)	
70454	
Country/Area	
UNITED STATES	

Section 4: Parent Company Name/Address Information

(If applicable and if different from Sections 2 and 3). If information is the same as another section, check which section:

- Same as Facility Address (Section 2)
- Same as Preferred Mailing Address (Section 3)
- None of the above

Company Name	Telephone Number
GoodSource Solutions	001 858 4554800
Company Name Suffix	Fax Number
Corporation	
Address, Line 1	E-Mail Address
3115 Melrose Dr. Ste. 160	
Address, Line 2	
City	
Carlsbad	
State/Province/Territory	
California	
Zip Code (Postal Code)	
92010	
Country/Area	
UNITED STATES	

Section 5: Facility Emergency Contact Information

If information is the same as another section, check which section:



Same as Facility Address (Section 2)

None of the above

Individual's Title (Optional)

Emergency Contact Phone

Mrs

001 985 4678063

Individual's Name (Optional)

E-Mail Address

Denise

dwest@goldstarfoods.com

Individual's Middle Name (Optional)

Job Title (Optional)

R

Controller

Individual's Last Name (Optional)

West

Section 6: Trade Names

(If this facility uses trade names other than that listed in Section 2 above, list them below (e.g., "Also doing business as," "Facility also known as"))

Are there alternate trade names used by your facility in addition to the name provided in **Section 2: Facility Name/Address Information?**

Yes

No

Alternate Trade Name #1: **Gold Star Foods-Pon Food Division**

Section 7: United States Agent

(To be completed by facilities located outside any state or territory of the United States, District of Columbia, or The Commonwealth of Puerto Rico)

First Name

Emergency Contact Phone

-N/A-

-N/A-

Middle Name (Optional)

Fax Number

-N/A-

-N/A-

Last Name (Optional)

E-Mail Address

-N/A-

-N/A-

Title (Optional)

-N/A-

Address, Line 1

-N/A-

Address, Line 2

-N/A-

City

-N/A-

State/Province/Territory

-N/A-

Zip Code (Postal Code)

-N/A-

Country/Area

-N/A-



To be completed by all food facilities. Please see instructions for further examples. IF NONE OF THE MANDATORY CATEGORIES BELOW APPLY, SELECT BOX 37	Ambient Food Storage Warehouse / Holding Facility (e.g., storage facilities, including storage tanks, grain elevators)	Refrigerated Food Storage Warehouse / Holding Facility (e.g., storage facilities, including storage tanks)	Frozen Food Storage Warehouse / Holding Facility (e.g., storage facilities)	Acidified Food Process or	Low-Acid Food Process or	Interstate Conveyance Caterer / Catering Point	Contract Sterilizer	Labeler / Relabeler	Manufacturer / Processor	Packer / Repacker	Salvage Operator (Reconditioner)	Farm Mixed-Type Facility	Other Activity Conducted (Please Specify)
b. Other Eggs and Egg Products	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. SNACK FOOD ITEMS (FLOUR, MEAL OR VEGETABLE BASE) ²¹ CFR 170.3 (n) (37)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. SPICES, FLAVORS, AND SALTS ²¹ CFR 170.3 (n) (26)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. SOUPS ²¹ CFR 170.3 (n) (39), (40)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. SOFT DRINKS AND WATERS ²¹ CFR 170.3 (n) (3), (35)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. VEGETABLE AND VEGETABLE PRODUCT CATEGORIES ²¹ CFR 170.3 (n) (19), (36)													
c. Other Vegetable and Vegetable Products	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. VEGETABLE OILS (INCLUDES OLIVE OIL) ²¹ CFR 170.3 (n) (12)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. WHOLE GRAINS, MILLER GRAIN PRODUCTS (FLOURS), OR STARCH ²¹ CFR 170.3 (n) (1), (23)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 10: Owner, Operator, or Agent-in-Charge Information



Provide the following information, if different from all other sections on the form. If information is the same as another section of the form, check which section:

If information is the same as Section 2, check the box:

- Section 2 - Facility Address Information
- Section 3 - Preferred Mailing Address Information
- Section 4 - Parent Company Address Information
- Section 7 - US Agent Address Information
- None of the above

Name of Entity or Individual Who is the Owner, Operator, or Agent-in-Charge: Corey S Berner, Vice President-NOT OWNER

Address, Line 1	Telephone Number
101 Industrial Park Blvd	001 985 3866941
Address, Line 2	Fax Number
	001 985 3866755
City	E-Mail Address
Ponchatoula	dwest@goldstarfoods.com
State/Province/Territory	
Louisiana	
Zip Code (Postal Code)	
70454	
Country/Area	
UNITED STATES	

Section 11: Inspection Statement

FDA will be permitted to inspect the facility at the time and in the manner permitted by the Federal Food, Drug, and Cosmetic Act.

Section 12: Certification Statement

The owner, operator, or agent-in-charge of the facility, or an individual authorized by the owner, operator, or agent-in-charge of the facility, must submit this form. By submitting this form to FDA, or by authorizing an individual to submit this form to FDA, the owner, operator, or agent-in-charge of the facility certifies that the above information is true and accurate. An individual (other than the owner, operator or agent-in-charge of the facility) who submits the form to the FDA also certifies that the above information submitted is true and accurate and that he/she is authorized to submit the registration on the facility's behalf. An individual authorized by the owner, operator, or agent-in-charge must below identify by name the individual who authorized submission of the registration. Under 18 U.S.C 1001, anyone who makes a materially false, fictitious, or fraudulent statement to the U.S. Government is subject to criminal penalties.

NAME OF PERSON SUBMITTING THIS REGISTRATION RENEWAL: Denise R West

CHECK ONE BOX

- A. INDIVIDUAL ASSOCIATED WITH THE INFORMATION IN SECTION 10 (STOP HERE, FORM IS COMPLETED)
- B. ANOTHER AUTHORIZED INDIVIDUAL

Address Information for the Authorizing Individual:

Individual's Name	Telephone Number
-N/A-	-N/A-



Address, Line 1

-N/A-

Fax Number

-N/A-

Address, Line 2

-N/A-

E-Mail Address

-N/A-

City

-N/A-

State/Province/Territory

-N/A-

Zip Code (Postal Code)

-N/A-

Country/Area

-N/A-

	GOLD STAR FOODS PON FOOD CORP	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
Document Title: Food Safety Plan		Revision Date:	3/11/2024
Department: ALL Departments		Revision #	1
Prepared By: Jaime Anguiano		Approved By: Pedro Osorio	Page 1 of 5

Introduction to Gold Star Foods Inc.

STREET ADDRESS:
101 Industrial Parkway, Po Box 747
Ponchatoula, LA 70454

MAILING ADDRESS:
P.O. Box 4328
Ontario, CA 91761

FEDERAL I.D. NUMBER:
26-1340567

TELEPHONE:
Toll Free.... (800) 540-0215
Local..... (814) 506-0734

FAX:
Office.....(909) 843-9659

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

Company Overview:

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

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

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

Food Safety, Product Recall, & Biosecurity:

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

	GOLD STAR FOODS PON FOOD CORP	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
Document Title: Food Safety Plan		Revision Date:	3/11/2024
Department: ALL Departments		Revision #	1
Prepared By: Jaime Anguiano		Approved By: Pedro Osorio	Page 2 of 5

Plant Description:

Gold Star Foods PON Louisiana facility has 11 loading doors. The construction is primarily concrete tilt-up walls built on a cement slab. Walls and ceilings are constructed of sheet metal with an anodized white sanitary coating. The roof is flat, but with adequate drainage to minimize standing water.

The total plant footprint is 61,516 square feet.

Freezer = 18,410 sq. ft.

Cooler = 2,100sq. ft.

Dry = 36,006 sq. ft.

Office = 5,000 sq. ft.

HACCP Leadership Team

Name	Title	Responsibilities	Qualifications/Experience
Derrick Britton	EVP of Operations	HACCP Team Member (714) 904 - 5634	Over 30 years of Food Operations and Distribution
Pedro Osorio	Director of Safety/HACCP	HACCP Team Leader SQF Practitioner (323) 496 – 7280	SQF Practitioner trained HACCP certified
Jeff Regan	Director of Operations Dixon	HACCP Team Member (707) 704 - 1069	HACCP trained
Octavio Salazar	VP of Operations	HACCP Team Member (909) 437-9513	HACCP Trained
Ed Taylor	Director of Warehouse Ontario	HACCP Team Member (909) 230-8749	HACCP Trained
Corey Berner	Director of Warehouse Louisiana	(985)467-8067	HACCP Trained
Danny Garcia	Director of Transportation Ontario	HACCP Team Member (562) 301-8541	17 years Food Operations and Distribution experience.
Jaime Anguiano	SQF Practitioner/HACCP	HACCP Team Member (909) 806 - 9295	HACCP Trained
Richie Cabrera	Inventory Control Ontario	HACCP Team Member (909) 268-3091	HACCP Trained
Karen Rosales	Executive Director of Procurement	HACCP Team Member (626) 428-9340	HACCP Trained
Eric Gomez	Safety Training Manager Dixon	HACCP Team Member (704) 310 - 2934	HACCP Trained
Chris Chambers	Warehouse Manager Missouri	HACCP Team Member (760)486-5264	HACCP Trained

	GOLD STAR FOODS PON FOOD CORP	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
Department: ALL Departments		Revision #: 1	
Prepared By: Jaime Anguiano		Approved By: Pedro Osorio	
		Page 3 of 5	

Wendy Miller	Warehouse Manager Pennsylvania	HACCP Team Member (814)932-4797	HACCP Trained
Christopher Strait	IC Pennsylvania	HACCP Team Member (814)381-4688	HACCP Trained
Shane Shaffer	Warehouse Manager Houston	HACCP Team Member (971)353-2260	HACCP Trained
Mike Perry	Warehouse Manager Oregon	HACCP Team Member (971)353-2260	HACCP Trained

Introduction to HACCP

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

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

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

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

The HACCP Team has defined the Scope of this analysis to begin with the receiving of ingredients and packaging to the shipment of the finished product to the customers, taking into account all possible Microbiological, Chemical, Physical and Intentional hazards which could occur during this process. The HACCP team will also take into consideration all potential hazards from the Country of Origin of all sourced products

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

Definitions

	GOLD STAR FOODS PON FOOD CORP	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
Document Title: Food Safety Plan		Revision Date:	3/11/2024
Department: ALL Departments		Revision #	1
Prepared By: Jaime Anguiano		Approved By: Pedro Osorio	Page 4 of 5

TERM	DEFINITION
Critical Control Point (CCP)	A step at which control can be applied and is essential to prevent or eliminate a food safety hazard or reduce it to an acceptable level.
Pre- Requisite Programs	Practices and procedures forming the basis of preventable actions: <ul style="list-style-type: none"> ▪ Receiving, Storage & Transport ▪ Approved Supplier Program ▪ Calibration & Maintenance ▪ Cleaning & Sanitation ▪ Pest Management ▪ Staff Training ▪ Personnel Practices ▪ Product Identification, Traceability & Recall ▪ Premises (buildings & site) ▪ Complaint Management ▪ Allergen Control
Hazard Analysis	A tabulated record of all Hazards that affect or have the potential to affect the safety of the products under analysis.
HACCP	Hazards identified in the risk analysis as being of significance and their respective control measures are transferred to the HACCP table. The critical limit of these hazards is specified. Details of who will monitor the critical limit to make sure it is not broken are given. Actions to be taken when critical limits are broken are also given. Records of monitoring activities are listed.

Methodology:

	GOLD STAR FOODS PON FOOD CORP	SQF 2.4 Food Safety System	DOCUMENT # 2.4.3
Department: ALL Departments		Revision #: 1	
Prepared By: Jaime Anguiano		Approved By: Pedro Osorio	
		Page 5 of 5	

Flow Chart: The flow chart has been designed so that each step of the process has been identified

Hazard Analysis Table: The method used to establish CCP's within this HACCP plan has been based on the significance of each hazard and the likelihood of occurrence as determined by the Hazard Analysis table. Hazards which can be controlled, prevented or eliminated by the application of Pre-Requisite Programs are not included in the HACCP plan. Therefore, these hazards have been identified in the risk analysis and have not been carried forward to the HACCP table as CCP's. Hazards controlled by Pre-Requisite programs may be monitored without a record maintained

HACCP Table All hazards not controlled by Pre-Requisite programs and defined as highly significant have been carried over to the HACCP table as a CCP. These hazards are all monitored, and a record of that activity maintained.

Guidance: The HACCP plan has been prepared in accordance with: FDA Hazard Analysis and Critical Control Point Principles and Application Guidelines Adopted August 14, 1997, National Advisory Committee on Microbial Criteria for Foods and CODEX Alimentarius Guidelines 97/13A for HACCP.

Revision History			
<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	03/11/2024	Jaime Anguiano	New

	GOLD STAR FOODS PON FOOD CORP	SQF 2.6 Product Traceability and Crisis Management	DOCUMENT #2.6.3
Document Title: Product Recall and Withdrawal		Revision Date:	01/10/2024
Department: ALL Departments		Revision #	3
Prepared By: Jaime Anguiano	Approved By: Pedro Osorio	Page 1 of 6	

Purpose

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

Responsibilities and Methods

Recall Team and Notification Tree

Sean C. Leer	CEO	(562) 508-6533	Responsible for Recall Order
Derrick Britton	EVP of Operations	(714)	Recall Support Backup to CEO
Karen Rosales	VP of Procurement and Logistics	(626) 428-9340	Recall Coordinator Product recall recommendation Compiles recall documentation Backup to CEO
Pedro Osorio	Safety/HACCP Director	(323) 496-7280	Responsible for internal recall notification Notification to SQFI and SAI Global
Jeff Regan	Director of Operations Dixon	(707) 704 - 1069	Responsible for internal recall notification Notification to SQFI and SAI Global
Jaime Anguiano	Safety Training Supervisor Ontario	(909) 806 - 9295	Responsible for internal recall notification Notification to SQFI and SAI Global
Rani Romero	VP Customer Service Ontario	(323) 490-9311	Customer notification to all locations.
Pete DiGiamBattista	IC Manager Ontario	(909) 528 - 4800	Send out audit report to recall committee All locations
Richie Cabrera	IC Supervisor Ontario	(909) 268-3091	Send out audit report to recall committee Backup to IC Manager Ontario
Martin Perez	IC Supervisor Ontario	(323)392-6988	Segregation of Materials Place affected products on hold
Daniel Torres	IC Supervisor Dixon	707) 330 - 2304	Segregation of Materials Place affected products on hold
Octavio Salazar	VP of Operations	(909) 437-9513	Recall support
Ed Taylor	Director of Warehouse	(909)230-8749	Recall support
Danny Garcia	Director of Transportation	(562)301-8541	Recall support

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Chris Chambers	Warehouse Manager Missouri	(760)486-5264	Recall support
Wendy Miller	Warehouse Manager Pennsylvania	(814)932-4797	Recall support
Christopher Strait	WHSE Sup/IC Pennsylvania	(814)381-4688	Segregation of Materials Place affected products on hold
Matt Glover	IC Pennsylvania	(814) 506-0657	Segregation of Materials Place affected products on hold
Bratt Barror	IC Pennsylvania	(814) 506-0786	Segregation of Materials Place affected products on hold
Shane Shaffer	Warehouse Manager Houston	(971)353-2260	Recall support
Bernardo Leija	IC Houston	(346)449-0269	Segregation of Materials Place affected products on hold
Mike Perry	Warehouse Manager Oregon	(971)353-2260	Recall support
Correy Berner	VP of Operations Louisiana	(985)466-8067	Recall support. Segregation of Materials.

Additional Resources			
Wayne H. Warner	253) 576-0867	Food safety advice for recall	
C. Scott Salmon	909) 843-9603	Responsible for providing legal counsel during recall	
FDA	(866) 300-4374	Regulatory notification	
USDA	(888) 674-6854	Regulatory notification	
SQFI (GFSI Compliance Body)	foodcrisis@sqfi.com		
SAI Global (Certifying Body)	foodrecall@saiglobal.com		

Definitions

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

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

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

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

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

RECALLS, WITHDRAWALS, & RECOVERIES

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

INQUIRY & COMMUNICATION

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

1. The seriousness of the problem
2. The extensiveness of the problem
3. The effects of the problem on the company and the public

INVESTIGATION & RECOMMENDATION

The Recall Team will identify the problem and gather facts through interviews and records in order to determine the safety and wholesomeness of the product. Once information has been gathered as to the extent of the product complaint or concern, a decision will be made whether or not to recommend recall or withdrawal of the product. The Recall Team will make a **recommendation** to recall, withdraw, or recover products. Our policy is to always pull and hold a product immediately if we are unsure about the safety or wholesomeness of the product. The information will be forwarded to the CEO for final evaluation

PRODUCT RECALL ORDER

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

RECALL STRATEGY

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

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Depth

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

Publicity

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

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

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

Contact with Regulatory Agencies

The CEO or Recall Coordinator will contact regulatory agency concerning product recall. Whenever a meeting is scheduled with regulatory agencies, at least two company representatives will be present.

Effectiveness Checks

These verify that all consignees at the specified depth have been notified about the recall and have taken appropriate action.

The recall strategy will specify the method(s) of contact. Methods of contact include personal visits, telephone, letters, telegrams or a combination thereof.

The FDA then designates the specific depth level of the recall:

- Level A (All consignees to be contacted)
- Level B (specified percentage of consignees to be contacted)
- Level C (ten percent of consignees to be contacted)

RECALL PROCEDURE

Step 1

In a product recall situation, the Gold Star Foods buyer and Recall Coordinator receives notification from the manufacturer. Gold Star Foods must be informed as soon as the vendor/manufacture is aware of a recall situation, form must be submitted if you are in the category. Regardless of the severity of the recall type, Gold Star Foods will treat each situation as a Class 1 recall, which is as a mandatory product withdrawal. The vendor/manufacture is responsible of submitting a "Manufacture Product Recall Form". The appropriate Gold Star Foods buyer will complete the "Manufacture Recall Form" and inform the Recall Coordinator of the recall. The Recall Coordinator (RC) will then oversee the entire recall process.

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

All correspondence needs to be sent to the following email address: recall@goldstarfoods.com

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

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Step 2

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

- A. Notify Inventory Control, Warehouse Supervisors, and Warehouse Managers to perform a systems and physical inventory check to see if Gold Star Foods has any of the production codes in our inventory stock. Upon confirmation of existing inventory levels, the following procedures will be implemented:
 - a. The RC will notify the Customer Service Supervisor via email. The RC will then send a broadcast e-mail message to all recipients in the Company.
 - b. The RC will notify the Inventory Control Supervisor (ICS) to verify by computer the customers that have ordered the product on recall.
 - c. The RC will inform the Customer Service Manager (CSM) of all customers that have ordered and received product.
 - d. The CSM will notify all customers that ordered and received product and inform them of the recall and all relevant information. Customer Service will provide a check list of each customer that has been contacted.
 - e. The appropriate buyer will inactivate the item number for recall product(s) in the computer system. This will **not** allow any orders to be taken for the affected products(s). Product will be isolated and placed on immediate hold at GSF.
 - f. Pick-up schedules will be made for all verified recall products with each customer.
 - g. Any recall product in the warehouse will be physically pulled out of inventory, tagged "Recalled Product", shrink wrapped and put into assigned product recall section.
 - h. The Transportation Department will be notified of the recall, and will be instructed on all scheduled pick-ups that must occur.
- B. After all recalled product has been retrieved and accounted for; the buyer will contact the Manufacturer for inventory disposition. GSF will store product 14 days maximum. In the event that the product is not retrieved from our facility we will dispose the product and seek full payment.
- C. The Manufacturer will determine if the product is to be disposed of (Certificate of Condemnation) or returned to the packer for credit.

Step 3

Once all of the above recall procedures have been completed, all associated documentation should be forwarded to the Recall Coordinator. All recall documentation will include the following information:

- Manufacture Recall Form
- Inventory Control Product Recall Form
- Receiving Recall Return Sheet
- Certificate of Condemnation (Disposal of Inventory) *if applicable*
- Copy of signed Bill of Lading (Ship Inventory Back) *if applicable*

In the event that 100 % of the product is not collected GSF is to:

- Inform the vendor of what schools
- Inform the California Health Department

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Step 4

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

Step 5

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

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

VERIFICATION OF THE SYSTEM

- 1. The product withdrawal and recall system is reviewed, tested and verified quarterly.
- 2. Results of the mock recall will be tabulated and communicated to the leadership team.
- 3. Any gaps or deficiencies are evaluated with corrective actions taken

RECORDS

Shipping/Receiving/Storage Records

(See SOP for additional requirements)

Records of all product withdrawals and recalls are maintained in the Strategic Sourcing Manager’s office.

Revision History			
<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	1/5/2022	Jaime Anguiano	New
2	01/05/2023	Jaime Anguiano	Updated Re-Call Team
3	01/10/2024	Jaime Anguiano	Update Re-Call team

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Purpose

The purpose of this program is to define the methods, responsibility, and criteria for preventing food adulteration caused by a deliberate act of sabotage or terrorist like incident.

Responsibilities and Methods

i. Site Security Team

Gold Star Foods has established a Security Team to assess risks and review current security practices. The Security Team meets annually or whenever a security event occurs. Operational risks are assessed using the U.S. Food and Drug Administration Food Defense Self-Assessment Tool for Food Producers, Processors, and Transporters FDA to determine potential risks on an on-going basis. The security team members and other key notifications are as follows:

NAME	POSITION	CONTACT	RESPONSIBILITIES
Sean C. Leer	CEO	(303) 910-7872	Senior Leader
Derrick Britton	EVP of Operations	(714) 904 - 5634	Senior Leader Backup to CEO
Scott Bower	Operations Consultant Ontario/Dixon	(909) 815 - 5348	Site Coordinator Ontario / Dixon Responsible for overall site security. Backup to Chief Operations Officer
Jeff Regan	Director of Operations Dixon	(707) 704 - 1069	Site Coordinator Dixon Responsible for overall site security Backup to Operation Consultant Dixon
Pedro Osorio	Safety/HACCP Director	(323) 496-7280	Responsible for food defense training Ontario.
Jaime Anguiano	Safety / Training Manager	(909) 806 - 9295	Back up to Safety/HACCP Director Ontario.
Octavio Salazar	VP of Operations	(909) 437-9513	Responsible for Overall Site Security Ontario Backup to Operation Consultant Ontario
Ed Taylor	Director of Warehouse	(909) 230 - 8749	Responsible for security of Storage Backup to VP of Operations Ontario
Danny Garcia	Director of Transportation	(562) 301-8451	Responsible for security of Distribution
Delfino Ortiz	Warehouse Manager	(323) 490 - 9295	Backup to Director of Transportation and Warehouse
Karen Rosales	VP of Merchandising	(626) 428-9340	Responsible for vendor security verification
Erick Gomez	Safety / Training Manager Dixon	(707) 291-7521	Back up to Safety / Training Manager Dixon
Mike Perry	Warehouse Manager Oregon	(971)353 -2264	Site Coordinator Oregon Responsible for overall site security Backup to Operation Consultant

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Shane Shaffer	Warehouse Manager Huston	(971)353-2260	Site Coordinator Huston Responsible for overall site security Backup to Operation Consultant
Wendy Miller	Warehouse Manager Pennsylvania	(814) 932-4797	Site Coordinator Pennsylvania Responsible for overall site security Backup to Operation Consultant
Chris Chambers	Warehouse Manager Missouri	(760)486-5264	Site Coordinator Missouri Responsible for overall site security Backup to Operation Consultant
James Rod White	Safety / Training Manager	(804)704 -5321	Back up to Safety / Training
Corey Berner	VP of Operations Louisiana	(985)466 -8067	Site Coordinator Louisiana Responsible for overall site security Backup to Operation Consultant
FDA		(866) 300-4374	Notify in case of a food tampering issue

ii. Facility Access to Employees, Contractors, Visitors and Authorized Personnel

- a. Access to the facility is restricted to authorized personnel only.
- b. Access to the facility is secured and monitored at all times.
- c. Access to roofs, airflow units, water supply, electrical and refrigeration is limited to authorized personnel.
- d. Employees enter the building through the authorized employee door located at the South side entrance to the building. This door is marked "Employee Entrance Only". They are accessed with pass cards.
- e. Short Term - Leased Employees assigned to work at Gold Star Foods for short periods of time, from one day to one or two weeks will be issued a temporary pass code The code is valid for the duration of their assignment.
- f. Visitors and Contractors enter the building through the front lobby door only from 8:00am-5:00pm.
- g. Visitors and Contractors to the plant are required to read and sign the Visitor Pass GMPs.
- h. Visitors and Contractors will sign in/out on the Daily Visitor's Log.
- i. The Receptionist will call the person being visited, who will arrange to have someone from the department come to the lobby and ESCORT the visitor. (EXCEPTION: Known contractors under written contract with the company who frequently visit the Company will not need to be escorted.
- j. Visitors will wear visitor badges to aid in differentiating visitors from Gold Star Foods employees.
- k. Personal visitors will be issued a visitor pass, and it will be the responsibility of the employee to escort the visitor while within the facility and to follow all rules and regulations with particular attention to restricting access to sensitive areas. Personal visitors to the plant must be approved in advance by Management

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- l. Contractors entering after hours are either bonded or screened by a background check.
- m. The entrance to the front lobby and offices is locked between the hours of 5:00pm and 8:00am or whenever the lobby is not being monitored by the receptionist. The receptionist inspects the entry door in the morning for evidence of unauthorized entry. The receptionist leaving each night secures the front lobby door.
- n. Gold Star Foods is a 24/7 operation. There is appropriate supervision of all staff-including sanitation and maintenance, contract workers, data entry and computer support staff and especially new employees.
- o. Managers are assigned a security level with access to assigned areas only. Keys are assigned and checked out to authorized individuals by the Office Manager.
- p. All spare keys are secured in a lock box controlled by the Office Manager. Building keys cannot be duplicated. All terminated managers with access to the building are required to turn their assigned keys in prior to leaving the building.
- q. Keys and/or key cards are collected prior to the departure of any terminated employees who had access to the facility.
- r. Camera cell phones and recording devices are prohibited unless issued by Gold Star Foods' Management.

iii. Employees

Gold Star Foods has developed a standard procedure for screening all potential employees. Prospective employees are screened for the following:

- a. Declared references on their employment application.
- b. I-9 Employee Eligibility Verification
- c. Background checks (fraud, criminal records, etc.)

iv. Computer Access

- a. Access to computer process control systems and critical data systems will be limited to those with appropriate clearance.
- b. Program passwords are changed immediately upon termination of any employees who had access to our systems.

v. Receiving of Goods

- a. All trucks are required to be locked or sealed if received in full load shipments at time of delivery and receiving personnel must observe the driver unlocking the cargo door.
- b. All ingredients/packaging are inspected for tampering or damages at time of receiving. Entries are made on the Receiving Truck Inspection Form in accordance with our Receiving SOP.

vi. Storage of Materials

- a. Products are stored inside the secured production areas. All partially used goods are secured in sealed bags, cases, or cartons.

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b. Warehouse access will be controlled and accessible by authorized personnel only.

vii. Work In Process

a. Partial cases, ingredients and work in process in the fresh produce area are covered and secured when not in use.

viii. Finished Goods and Packaging Storage

a. Gold Star Foods ensures all products are sealed and covered at all times to prevent product tampering.

ix. Shipping of Finished Goods

- a. All trucks are required to be locked or sealed in the case of full load shipments at time of shipping.
- b. Warehouse personnel and shipping representative sign off that the trailer has been secured prior to leaving our facility.
- c. Entries are made on the Shipping Truck Inspection Form in accordance with our Shipping SOP.

x. Hazardous Chemicals

- a. Sanitation chemicals used in the sanitation of the facility are locked and accessible only to relevant staff.
- b. All other cleaners/chemicals for distribution are in sealed containers in designated areas away from ingredients and packaging materials.
- c. Maintenance chemicals are locked and located in the maintenance area
- d. General lavatory chemicals, such as soap, are not locked up and available for personnel use.
- e. We do not receive any raw materials/packaging transported with hazardous chemicals.
- f. We do ship and receive chemicals for distribution on trucks carrying paper goods, ingredients and packaging. All trucks delivering our products are company-controlled. We inspect the truck thoroughly for proper segregation, protective coverings and no damaged materials to ensure food safety.
- g. Personnel having access to controlled chemicals are trained in their proper use and storage.

xi. Equipment

- a. Equipment will be inspected on a regular basis in accordance with our Preventative Maintenance Program.
- b. All new equipment will be inspected and accepted prior to use.
- c. No unauthorized equipment is allowed in facility.

xii. Security Training



SBI CODE #7677
Ultra® Pullman Loaf

100% Whole Grain - 28oz. (26 slices per loaf)

Nutrition Facts	
26 servings per container	
Serving size	(31g)
Amount per serving	
Calories	80
<small>% Daily Value*</small>	
Total Fat 1.5g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 160mg	7%
Total Carbohydrate 15g	5%
Dietary Fiber 2g	7%
Total Sugars 1g	
Includes 1g of Added Sugars	2%
Protein 4g	8%
Vitamin D 0mcg	0%
Calcium 26mg	2%
Iron 0.72mg	4%
Potassium 0mg	0%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

PRODUCT CONTRIBUTION

- **GRAIN CREDIT: 1 oz GE · GRAMS OF FLOUR: 17g**
- **GRAMS OF WHOLE GRAIN: 17g**
- **PERCENT OF TOTAL GRAINS THAT ARE WHOLE GRAIN: 100%**
- **DOES THIS PRODUCT QUALIFY AS WHOLE GRAIN RICH: YES**

PRODUCT HIGHLIGHTS
• 1 oz. Grain Equivalent
• 100% White Whole Grain
• Fresh Baked / Flash Frozen - Just thaw & serve as needed
• Baked in a Peanut / Tree Nut Free Facility

CASE SPECS	
cs/ct	8 loafs / 26 slices per loaf
case dimensions	18" L x 13.5" W x 9.75" H
case cube	1.37
case weight	16 lbs
cases per pallet	56
TiHi	8 x 7 Order in layers of 8
shelf life	frozen: 16 Months ambient: 10 days
12 digit upc	091464767707
14 digit upc	10091464767704

SUGGESTED BID SPEC	Ultra Whole Wheat Pullman Loaf code/7677 / 8 loafs, 26 slices per loaf, 28 oz. BULK, Frozen. Must conform to USDA Child Nutrition Program specifications and must meet 1 oz grain equivalent. Made with 100% Whole Wheat Flour. Super Bakery brand product #7677. Must supply minimum of 3g protein, 2 grams fiber. No Tropical Oils, Peanut Free product. Product analysis required. Made in the U.S.A. Dimensions: 4" x 4" / 14" length. Kosher
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INGREDIENTS: WholeWhiteWheat Flour, Water, Wheat Gluten, Sugar, Contains 2% or less of the following: Yeast, Soybean Oil, Cultured Wheat Flour, Salt, Wheat Flour, White Distilled Vinegar, Vegetable Oils (Coconut Oil, Canola Oil, High Oleic Soybean Oil and / or High Oleic Canola Oil, Calcium Sulfate, Sodium Stearoyl Lactylate, Datem, Monoglycerides, Enzymes, Vinegar, Ascorbic Acid (Dough Conditioner), Sunflower Lecithin, Corn Starch.
CONTAINS: WHEAT, SOY



J. De H.

Croissants, WG, Margarine, RF, Round, Fully Sliced (#868)



Light, flaky, tender and tasty! These sliced, whole grain croissants are great for sandwiches or simply as a side to any meal.

General Specifications

Pack: 150/1.5 oz
 Servings per Case: 150
 Kosher: No
 Shelf Life: 7 days at ambient. 365 days frozen.
 Status: Available



SCHOOL SPECIFICATIONS

Nutritional Ratio: 26-11-7

Grain (ounce equivalents): 1.5
 Whole Grain: 13.73g, 51%
 Enriched Flour: 13.06g
 Combined Flour 26.79g

Nutrition Facts

Serving size 1 croissant (43g)

Amount per serving
Calories 120

% Daily Value*

Total Fat 3.5g	4%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 160mg	6%
Total Carbohydrate 19g	7%
Dietary Fiber 2g	7%
Total Sugars 3g	
Includes 2g Added Sugars	4%
Protein 4g	
Vitamin D 0mcg	0%
Calcium 78mg	6%
Iron 1mg	6%
Potassium 100mg	2%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS

Whole White Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Water Margarine [Palm Oil, Water, Soybean Oil, Sugar, Soy Lecithin, Mono- & diglycerides, Potassium Sorbate (Preservative), Citric Acid (Preservative), Natural Flavor, Beta-Carotene (Color), Vitamin A Palmitate], Sugar, Nonfat Dry Milk, Yeast, Contains 2% or less of the following: Soy Flour, Salt, Wheat Gluten, Modified Corn Starch, Calcium Sulfate, Calcium Propionate (Preservative), Ascorbic Acid, Enzymes.

ALLERGENS & DISCLOSURES

Contains milk, soy, and wheat ingredients.
 Contains bioengineered food ingredients.
 This product is produced in a nut-free facility.

Instructions

PREPARATION

Remove sealed container from case, allow to thaw for 1-3 hours at room temperature. Croissants can be served thawed or may be heated in the oven for 3-5 minutes at 350°.

Croissants, WG, Margarine, RF, Round, Fully Sliced (#868)

Case Specifications

GTIN: 00737410008684

Dimensions: 23.99" x 19.93" x 12.04"

Cube: 3.33

Gross Weight: 16.87 lb

Per Pallet: 28

Tier x Height: 4 x 7

Inside Pack: 30 per tray, 5 trays per case

Bid Specification

Bake Crafters Croissants, WG, Margarine, RF, Round, Fully Sliced; must be whole grain rich and provide 1.5 ounce grain equivalents. Portion to provide at least 95 calories, with no more than 4.5 grams of fat. Must contain less than 210 milligrams of sodium. Acceptable brand: Bake Crafters 868.



baked for schools



B4S Whole Grain Dinner Roll

Material Number: 99823380
Pack: 8/24pk
Gross Weight: 16.18 lbs.
Net Weight: 13.50 lbs.
Cube: 1.86
Case Dimensions: 23.125" X 17.375" X 8.000"
Cases per layer: TI 4
Layers per Pallet: HI 10
Cases per Pallet: 40
Frozen Shelf Life: 270 days
Shelf Life after Thaw: 5-7 days
UPC Code: 0-00-70210-02338-0

INGREDIENT LABELING INFORMATION

WATER, WHOLE WHEAT FLOUR, UNBLEACHED ENRICHED FLOUR (WHEAT FLOUR, MALTED BARLEY FLOUR, NIACIN, REDUCED IRON, THIAMIN MONONITRATE, RIBOFLAVIN, FOLIC ACID), SUGAR, WHEAT GLUTEN, YEAST, CONTAINS 2% OR LESS OF EACH OF THE FOLLOWING: SOYBEAN OIL, SALT, CULTURED WHEAT FLOUR, MONOCALCIUM PHOSPHATE, SESAME FLOUR, ENZYMES, ASCORBIC ACID, SOY LECITHIN

CONTAINS: WHEAT, SOY, SESAME

CLAIMS:

1 SERVING = 1 CN (16g) BREAD SERVINGS
 51% WHOLE GRAIN
 WHOLE GRAIN RICH
 8 g OF WHOLE GRAINS PER SERVING
 NO HIGH FRUCTOSE CORN SYRUP

Nutrition Facts

24 Servings per container

Serving Size: 1 Roll (32 g / 1.1 oz)

Amount per serving

Calories 80

% Daily Value*

Total Fat 1g	1%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 125mg	5%
Total Carbohydrate 15g	6%
Dietary Fiber 1g	4%
Total Sugars 2g	
Includes 2g Added Sugars	4%
Protein 3g	
Vitamin D 0mcg	0%
Calcium 30mg	2%
Iron 0.9mg	4%
Potassium 0mg	0%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:

Fat 9 - Carbohydrate 4 - Protein 4

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 60502-020419
 605-082522

The nutrition and ingredient information is accurate at the time of printing. This information is updated periodically. Please contact your Flowers representative if you have questions about this information.



5087 South Royal Atlanta Drive, Tucker, Georgia 30084
 Phone: 770.723.0173 Fax: 770.196.1664



Formula Statement for Documenting Grains in School Meals

Required Beginning SY 2013-2014

(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: ESPRESSO WHOLE GRAIN ROLL 8.21oz Code No.: 99823380

Manufacturer: FLOWERS BAKERIES Serving Size 1 Roll (3.25 oz)
(raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes No
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non-creditable grains: Yes No How many grams: 8
(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs: B

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹	Gram Standard of Creditable Grain per oz equivalent ²	Creditable Amount
	A	B	A ÷ B
WHOLE GRAIN	16.00	16.00	1.00
ENRICHED GRAIN	0.00	0.00	0.00
			1.00
Total Creditable Amount³			1.00

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware serving size other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³ Total Creditable Amount must be rounded *down* to the nearest quarter (0.25) oz eq. Do *not* round up.

Total weight (per portion) of product as purchased 3.25 grams

Total contribution of product (per portion) 1.00 oz equivalent

I certify that the above information is true and correct and that a 3.25 ounce portion of this product (ready for serving) provides 1.00 oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Tracy Barnes
Signature

QA Analyst
Title

Tracy Barnes
Printed Name

01.01.23
Date

Tracy.Barnes@flocorp.com
Email

European Bakers Raisin Bread, 28.5 Each, 10 Per Case

GTIN 10075361014772 MFR 10597360



Stocked

Product Broker

WAYPOINT/BOUTTE, LA

(515) 963-5771

100 Melonie Street, Suite A
& B
Boutte, LA 70039

Product Details

Temperature	Frozen Goods
How Packed	28.50 EA 10 per case
Shipping Weight / Net Weight	20.31 lb / 17.81 lb
Cube	1.56 ft ³
Pallet Configuration	6 per layer 8 layers 48 per pallet
Dimensions	22.13 IN L 12.38 IN W 9.81 IN H
Shelf Life / Guarantee	270 days / 45 days
Certifications	Kosher
Country of Origin	US
Regulations	

Features

Thaw And Serve Premium Raisin Bread With Cinnamon Swirl. Presliced.

Preparation

Ready To Eat - Product Is Fully Baked. Thaw Overnight In Poly Bag And Serve.

Storage

Keep Frozen Until Ready To Use. Thaw Overnight At Room Temperature. Shelf Life At Room Temperature - 5-7 Days.

Ingredients

Enriched Flour (Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin, Folic Acid), Water, Raisins, High Fructose Corn Syrup, Cinnamon Flakes (Sugar, Vegetable Oil [Palm Oil, Palm Kernel Oil], Cinnamon, Soy Lecithin), Yeast, Wheat Gluten, Contains 2% Or Less Of Each Of The Following: Soybean Oil, Salt, Sugar, Cinnamon, Natural Flavor, Wheat Flour, Dough Conditioners (Contains One Or More Of The Following:...

Contains

Wheat

May Contain

Free From

Milk, Crustaceans, Peanuts, Tree Nuts, Fish, Soy, Eggs

Known Dietary Claims

Kosher

European Bakers Raisin Bread, 28.5 Each, 10 Per Case

GTIN 10075361014772 MFR 10597360

GTINs and Packaging

	GTIN	Name	Qty in Parent	Ship Wt	Net Wt	Cube	Dimensions
Case	10075361014772	EUROP RAISIN BREAD 28...		20.31 LB	17.81 LB	1,555 CF	22.13 IN L x 12.38 IN W x 9.81 IN H

[Serving Size](#)

Nutrition Facts		(Prepared)
230 Servings Per Container		
Serving Size		35 g
Amount Per Serving		
Calories		100
		% Daily Value*
Total Fat 1.5 g		2%
Saturated Fat 0.5 g		3%
Trans Fat 0 g		
Cholesterol 0 mg		0%
Sodium 125 mg		5%
Total Carbohydrate 19 g		6%
Dietary Fiber 1 g		5%
Sugar 8 g		
Protein 3 g		
Calcium		4%
Iron		6%
Vitamin A		0%
Vitamin C		0%
* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.		

Notes:

- The actual nutritional label(s), allergens, dietary claims, and ingredients may vary slightly
- The values displayed above are provided by the vendor of the item (Flowers Foods, Inc.)

- Source GTIN: 10075361014772/Case

Gambinos Parbaked New Orleans Po-Boy 24 Inch Parbaked, 10 Ounces, 1 Per Box, 16 Per Case

GTIN 00075423868513 MY 100130 MFR 86851



Stocked

Product Broker

Broker information is not available. Contact your Dot CSR with any questions.

Product Details

Temperature	Frozen Goods
How Packed	10.00 OZ 1 per box 16 per case
Shipping Weight / Net Weight	16.15 lb / 14 lb
Cube	2.82 ft ³
Pallet Configuration	5 per layer 8 layers 40 per pallet
Dimensions	26.5 IN L 17.5 IN W 10.5 IN H
Shelf Life / Guarantee	270 days / 180 days
Certifications	
Country of Origin	Us
Regulations	

Features

24" New Orleans French Bread Po'boy Brown And Serve

Preparation

Bake - Bread Is Fully Baked And Can Be Toasted In The Oven, Pressed, Or Cooked On A Flat Top. Applying Oil Or Butter Before Toasting Is Preferable. Thaw And Serve Is Also Delicious.

Storage

Item Can Be Stored In Freezer For Up To 6 Months. Item Can Be Stored In Dry Storage For Up To 5 Days.

Ingredients

Our Bread Is Made From Local Louisiana Ingredients Whenever Possible To Ensure The Highest Quality And Freshness.

✔ Contains

Soy, Wheat, Eggs

⚠ May Contain

⊘ Free From

Crustaceans, Milk, Fish, Sesame Seeds, Tree Nuts,
Peanuts

Known Dietary Claims

Gambinos Parbaked New Orleans Po-Boy 24 Inch Parbaked, 10 Ounces, 1 Per Box, 16 Per Case

GTIN 00075423868513 MFR 86851

GTINs and Packaging

	GTIN	Name	Qty in Parent	Ship Wt	Net Wt	Cube	Dimensions
Case	00075423868513	24" New Orleans French ...		16.15 LB	14.00 LB	2,818 CF	26.50 IN L x 17.50 IN W x 10.50 IN H

[Serving Size](#)

Nutrition Facts (Unprepared)	
80 Servings Per Container	
Serving Size	2 oz
Amount Per Serving	
Calories	160
	% Daily Value*
Total Fat 1.5 g	2%
Saturated Fat 0 g	0%
Polyunsaturated Fat 1.5 g	6%
Cholesterol 0 mg	0%
Sodium 370 mg	15%
Total Carbohydrate 31 g	10%
Dietary Fiber 2 g	8%
Soluble Fiber 2 g	16%
Sugar 1 g	0.4%
Protein 6 g	12%
Calcium 80 mg	8%
Iron 2.7 mg	15%
Vitamin A 0 IU	0%
Vitamin C 0 mg	0%
* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

Notes:

- The actual nutritional label(s), allergens, dietary claims, and ingredients may vary slightly
- The values displayed above are provided by the vendor of the item (Gambino's Bakery)

- Source GTIN: 00075423868513/Case