

STATE OF TEXAS §
 COUNTY OF TRAVIS §

Division	Food and Nutrition	Location:	
Payee Name:	Gold Star Foods	Program Name:	USDA Foods Operations
Payee TINS No:		Legal/Funding Authority:	Sections 12.0011 and 12.0025 of the Texas Agriculture Code
Contract #:	5510000149-01-FND	PO #:	

**TEXAS DEPARTMENT OF AGRICULTURE STANDARD CONTRACT
 FOR COMMERCIAL WAREHOUSE AND FOOD DISTRIBUTION SERVICES
 REGIONS 1, 2, 3, 5, and 8**

ARTICLE I. PARTIES TO CONTRACT

This agreement ("Contract") is entered into by and between the Texas Department of Agriculture ("TDA"), an agency of the State of Texas, and Gold Star Foods ("Contractor"), located at 3781 E Airport Drive, Ontario, California, 91761, pursuant to TDA's authority under Sections 12.0011 and 12.0025 of the Texas Agriculture Code.

ARTICLE II. PERIOD OF CONTRACT

The period of performance for this contract begins June 1, 2024, and ends May 31, 2025, unless extended or terminated as otherwise provided for in this Contract. TDA has the option to renew the Contract for up to four (4) consecutive one-year periods, one year at a time, subject to available funding and appropriations, with the term of each renewal commencing on June 1 following the expiration of the preceding one-year term of the Contract. To exercise the option to renew, TDA will notify Contractor and submit a contract amendment and renewal to Contractor for review and signature. A contract amendment is not effective until executed by all parties. In case of a renewal or extension, all original contract terms and conditions shall survive the termination or expiration of the initial contract term, except as specifically set out in the contract amendment.

ARTICLE III. PURPOSES OF CONTRACT AND SCOPE OF WORK

The purposes of this Contract are set out in Section I of TDA's September 15, 2023 Request for Proposals No. 5510000149 for Commercial Warehouse and Food Distribution Services ("RFP"), which is attached hereto as Appendix I and incorporated herein by reference for all purposes. Contractor shall perform all of the services, functions and duties required by TDA's RFP and as described in Contractor's proposal submitted October 20, 2023 in response to TDA's RFP ("Response"), which is attached hereto as Appendix II and incorporated herein by reference for all purposes. Contractor shall store and deliver USDA Foods pursuant to this Contract at the approved specified rates for Regions 1, 2, 3, 5 and 8, as set forth in Exhibit C, *Rate Price Proposal*, and Exhibit C1, *Rate Schedule*, of Contractor's Best and Final Offer submitted November 30, 2023, for each respective region, which are attached hereto and incorporated herein by reference for all purposes as Appendix III.

ARTICLE IV. PAYMENT UNDER CONTRACT

TDA will not make direct payment to Contractor for the services, functions and duties required under this Contract. Contracting Entities (CE), which are school food authorities that have an agreement with TDA to participate in the Child Nutrition Programs, will receive and utilize the USDA Foods. Contractor shall be paid by individual CEs according to the approved specified rates for their region. Contractor shall not be entitled to charge a minimum delivery fee under this Contract for any region.

ARTICLE V. GENERAL AND SPECIAL PROVISIONS OF CONTRACT

Attached hereto and incorporated herein by reference are the General Provisions and the Special Provisions indicated below with an "X" beside each:

- Special Provisions A, Program Specific
- Special Provisions B, Debarment (required if utilizing federal funds); signed and attached as part of Appendix II as "Exhibit J" of Contractor's Response
- Special Provisions C, Lobbying (required if utilizing federal funds & over \$100,000); signed and attached as part of Appendix II as "Exhibit I" of Contractor's Response
- Special Provisions D, Historically Underutilized Business Subcontracting Plan (required for contracts of \$100,000 or more); signed and attached as part of Appendix II as "Exhibit B" of Contractor's Response

ARTICLE VI. FORMER EMPLOYEE OR RETIREE OF TDA

Contractor must make full disclosure of its intent to employ or subcontract with an individual who is a former employee or retiree of TDA. Within the twenty-four (24) months of leaving employment at TDA, Texas law prohibits a former TDA employee or retiree from performing services on a project that the former employee or retiree worked on or filling a position the former employee or retiree held while employed at TDA.

Contractor shall be an independent contractor for matters relating to this Contract. Contractor and its employees are not employees of TDA for any purpose and shall not be entitled to participate in any plan, arrangement, or distribution by TDA pertaining to or in connection with any pension, bonus, or other benefit extended to TDA employees.

ARTICLE VII. ENTIRE CONTRACT

This Contract includes all specifications, terms, and conditions in the following documents, which are attached hereto and incorporated by reference for all purposes: (1) this Contract; (2) the RFP including any addenda or attachments, attached as Appendix I; (3) Contractor's Response, attached as Appendix II; and (4) Contractor's rate proposal/schedule, as set forth in Contractor's Best and Final Offer, attached as Appendix III. Together, these documents contain the entire agreement between the parties relating to the matters addressed in the Contract and the scope of work to be performed pursuant to this Contract. Any oral representations or modifications concerning this Contract shall be of no force or effect. This Contract may only be modified or revised by a written amendment executed by both parties.

In the event of conflicts in the interpretation of wording and/or meaning of the documents that make up this Contract, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: (1) this signed Contract; (2) the RFP, including any addenda or attachments; (3) Contractor's rate proposal/schedule, as set forth in Contractor's Best and Final Offer; and (4) Contractor's Response.

ARTICLE VIII. NO WAIVER OF TDA DEFENSES, LIMITATIONS OR IMMUNITIES

Neither the terms of the Contract nor any conduct by a TDA representative under or in connection with the Contract shall be considered a waiver of any common law, constitutional or statutory defenses, immunities, limitations or privileges that would otherwise apply to the Contract, including sovereign immunity to suit.

ARTICLE IX. AUTHORITY TO BIND

Each person signing the Contract represents and warrants that he or she is authorized to execute and bind such party to the Contract. In the event the individual lacks such authority, the Contract shall be null and void and of no force whatsoever.

AGREED and accepted on behalf of Contractor:

GOLD STAR FOODS

Name: John Cho
(typed) _____

Title: EVP Revenue Management
(typed) _____

Date of Signature: 2/1/2024

DocuSigned by:
[Redacted Signature]
0943CB053508469...ed Signature

AGREED and accepted on behalf of TDA:

TEXAS DEPARTMENT OF AGRICULTURE

Name: Lena wilson
(typed) _____

Title: Assistant Commissioner
(typed) _____

Date of Signature: 2/1/2024

DocuSigned by:
[Redacted Signature]
F2015AE44207432... Authorized Signature

Attachment A

Schedule of Rates for Delivery Service

Exhibit
C1

RATE SCHEDULE CHART

Co. Name: Gold Star Foods Region #1

Schedule 0	
Case (s)	Delivery Rates
1	16.13
2	16.13
3	16.13
4	16.13
5	16.13
6	16.13
7	16.13
8	16.13
9	16.13
10	16.13
11	11.86
12	11.86
13	11.86
14	11.86
15	11.86
16	6.84
17	6.54
18	6.28
19	6.04
20	5.84
21	5.84
22	5.84
23	5.84
24	5.84
25	5.78
26	5.78
27	5.78
28	5.78
29	5.78
30	5.67
31	5.67
32	5.67
33	5.67
34	5.67
35	5.67
36	5.67
37	5.67

43	5.67
44	5.67
45	5.67
46	5.67
47	5.67
48	5.67
49	5.67
50	5.61
51	5.61
52	5.61
53	5.61
54	5.61
55	5.61
56	5.61
57	5.61
58	5.61
59	5.61
60	5.61
61	5.61
62	5.61
63	5.61
64	5.61
65	5.61
66	5.61
67	5.61
68	5.61
69	5.61
70	5.56
71	5.56
72	5.56
73	5.56
74	5.56
75	5.56
76	5.56
77	5.56
78	5.56
79	5.56

85	5.56
86	5.56
87	5.56
88	5.56
89	5.56
90	5.56
91	5.56
92	5.56
93	5.56
94	5.56
95	5.56
96	5.56
97	5.56
98	5.56
99	5.56
100	5.49
150	5.44
200	5.43
250	5.42
300	5.41
350	5.40
400	5.39
450	5.37
500	5.36
600	5.35
700	5.33
800	5.32
900	5.31
1000	5.30
1200	5.29
1400	5.22
1600	5.15
1800	5.10
2000	5.05
2000+	4.98

Attachment A

38	5.67
39	5.67
40	5.67
41	5.67
42	5.67

80	5.56
81	5.56
82	5.56
83	5.56
84	5.56

Attachment A

Schedule of Rates for Delivery Service

Exhibit
C1

RATE SCHEDULE CHART

Schedule 0	
Case (s)	Delivery Rates
1	16.13
2	16.13
3	16.13
4	16.13
5	16.13
6	16.13
7	16.13
8	16.13
9	16.13
10	16.13
11	11.86
12	11.86
13	11.86
14	11.86
15	11.86
16	7.33
17	7.00
18	6.72
19	6.46
20	6.24
21	6.24
22	6.24
23	6.24
24	6.24
25	6.18
26	6.18
27	6.18
28	6.18
29	6.18
30	6.05
31	6.05
32	6.05
33	6.05
34	6.05
35	6.05
36	6.05
37	6.05

Co. Name: Gold Star Foods Region #2

43	6.05
44	6.05
45	6.05
46	6.05
47	6.05
48	6.05
49	6.05
50	5.98
51	5.98
52	5.98
53	5.98
54	5.98
55	5.98
56	5.98
57	5.98
58	5.98
59	5.98
60	5.98
61	5.98
62	5.98
63	5.98
64	5.98
65	5.98
66	5.98
67	5.98
68	5.98
69	5.98
70	5.93
71	5.93
72	5.93
73	5.93
74	5.93
75	5.93
76	5.93
77	5.93
78	5.93
79	5.93

85	5.93
86	5.93
87	5.93
88	5.93
89	5.93
90	5.93
91	5.93
92	5.93
93	5.93
94	5.93
95	5.93
96	5.93
97	5.93
98	5.93
99	5.93
100	5.86
150	5.80
200	5.78
250	5.77
300	5.76
350	5.75
400	5.74
450	5.73
500	5.71
600	5.70
700	5.69
800	5.68
900	5.64
1000	5.64
1200	5.61
1400	5.56
1600	5.48
1800	5.43
2000	5.36
2000+	5.30

Attachment A

38	6.05
39	6.05
40	6.05
41	6.05
42	6.05

80	5.93
81	5.93
82	5.93
83	5.93
84	5.93

Attachment A

Schedule of Rates for Delivery Service

Exhibit
C1

RATE SCHEDULE CHART

Co. Name: Gold Star Foods Region #3

Schedule 0	
Case (s)	Delivery Rates
1	16.13
2	16.13
3	16.13
4	16.13
5	16.13
6	16.13
7	16.13
8	16.13
9	16.13
10	16.13
11	11.86
12	11.86
13	11.86
14	11.86
15	11.86
16	6.28
17	6.28
18	6.28
19	6.28
20	6.28
21	5.11
22	5.11
23	5.11
24	5.11
25	5.11
26	5.11
27	5.11
28	5.11
29	5.11
30	5.11
31	4.61
32	4.61
33	4.61
34	4.61
35	4.61
36	4.61
37	4.61

43	4.34
44	4.34
45	4.34
46	4.34
47	4.34
48	4.34
49	4.34
50	4.34
51	4.17
52	4.17
53	4.17
54	4.17
55	4.17
56	4.17
57	4.17
58	4.17
59	4.17
60	4.17
61	4.04
62	4.04
63	4.04
64	4.04
65	4.04
66	4.04
67	4.04
68	4.04
69	4.04
70	4.04
71	3.96
72	3.96
73	3.96
74	3.96
75	3.96
76	3.96
77	3.96
78	3.96
79	3.96

85	3.89
86	3.89
87	3.89
88	3.89
89	3.89
90	3.89
91	3.83
92	3.83
93	3.83
94	3.83
95	3.83
96	3.83
97	3.83
98	3.83
99	3.83
100	3.69
150	3.69
200	3.56
250	3.56
300	3.50
350	3.50
400	3.48
450	3.48
500	3.44
600	3.44
700	3.44
800	3.43
900	3.43
1000	3.42
1200	3.42
1400	3.41
1600	3.41
1800	3.40
2000	3.40
2000+	3.40

Attachment A

38	4.61
39	4.61
40	4.61
41	4.34
42	4.34

80	3.96
81	3.89
82	3.89
83	3.89
84	3.89

Attachment A

Schedule of Rates for Delivery Service

Exhibit
C1

RATE SCHEDULE CHART

Co. Name: Gold Star Foods Region #5

Schedule 0	
Case (s)	Delivery Rates
1	16.13
2	16.13
3	16.13
4	16.13
5	16.13
6	16.13
7	16.13
8	16.13
9	16.13
10	16.13
11	11.86
12	11.86
13	11.86
14	11.86
15	11.86
16	11.80
17	11.11
18	10.49
19	9.94
20	9.43
21	8.98
22	8.58
23	8.20
24	7.86
25	7.55
26	7.44
27	7.44
28	7.44
29	7.44
30	7.44
31	7.31
32	7.31
33	7.31
34	7.31
35	7.31
36	7.18
37	7.18

43	7.18
44	7.18
45	7.18
46	7.18
47	7.18
48	7.18
49	7.18
50	7.18
51	7.00
52	7.00
53	7.00
54	7.00
55	7.00
56	7.00
57	7.00
58	7.00
59	7.00
60	7.00
61	7.00
62	7.00
63	7.00
64	7.00
65	7.00
66	6.82
67	6.82
68	6.82
69	6.82
70	6.82
71	6.82
72	6.82
73	6.82
74	6.82
75	6.82
76	6.82
77	6.82
78	6.82
79	6.82

85	6.60
86	6.60
87	6.60
88	6.60
89	6.60
90	6.60
91	6.60
92	6.60
93	6.60
94	6.60
95	6.60
96	6.60
97	6.60
98	6.60
99	6.60
100	6.60
150	6.35
200	6.22
250	6.09
300	6.09
350	6.09
400	6.09
450	6.09
500	6.03
600	6.03
700	6.03
800	6.03
900	5.98
1000	5.98
1200	5.98
1400	5.98
1600	5.93
1800	5.93
2000	5.93
2000+	5.83

Attachment A

38	7.18
39	7.18
40	7.18
41	7.18
42	7.18

80	6.82
81	6.60
82	6.60
83	6.60
84	6.60

Attachment A

Schedule of Rates for Delivery Service

Exhibit
C1

RATE SCHEDULE CHART

Schedule 0	
Case (s)	Delivery Rates
1	16.13
2	16.13
3	16.13
4	16.13
5	16.13
6	16.13
7	16.13
8	16.13
9	16.13
10	16.13
11	11.86
12	11.86
13	11.86
14	11.86
15	11.86
16	5.42
17	5.31
18	5.31
19	5.26
20	5.26
21	5.24
22	5.24
23	5.22
24	5.22
25	5.19
26	5.19
27	5.16
28	5.16
29	5.14
30	5.14
31	5.12
32	5.12
33	5.08
34	5.08
35	5.07
36	5.07
37	5.05

Co. Name: Gold Star Foods Region #8

43	4.96
44	4.96
45	4.94
46	4.94
47	4.92
48	4.92
49	4.90
50	4.90
51	4.85
52	4.85
53	4.83
54	4.79
55	4.79
56	4.76
57	4.76
58	4.73
59	4.73
60	4.70
61	4.70
62	4.66
63	4.66
64	4.61
65	4.61
66	4.58
67	4.58
68	4.54
69	4.54
70	4.48
71	4.48
72	4.46
73	4.46
74	4.43
75	4.43
76	4.38
77	4.38
78	4.34
79	4.34

85	4.26
86	4.24
87	4.24
88	4.19
89	4.19
90	4.16
91	4.16
92	4.16
93	4.12
94	4.12
95	4.12
96	4.09
97	4.09
98	4.09
99	4.06
100	4.06
150	4.06
200	4.02
250	4.02
300	4.02
350	3.99
400	3.99
450	3.99
500	3.95
600	3.95
700	3.95
800	3.95
900	3.90
1000	3.90
1200	3.90
1400	3.90
1600	3.88
1800	3.88
2000	3.88
2000+	3.88

Attachment A

38	5.05
39	5.00
40	5.00
41	4.98
42	4.98

80	4.32
81	4.32
82	4.29
83	4.29
84	4.26