



GOLD STAR FOODS

June 8, 2012

Mt Diablo Unified School District
Anna Fisher, Director of Food Services
1936 Carlotta Drive
Concord, CA 94519

Thank you for the opportunity to work with your department. Please see attached price agreement for the 2012/2013 school year. Please call with any questions.

Sincerely,
Tiffany Riad

Contract Category	Attached	Bid Name/Number
Frozen <i>[includes processed commodities]</i>	X	Santa Clarita Valley SD RFP #11-12-31012012-01
Dry	X	Santa Clarita Valley SD RFP #11-12-31012012-01
Refrigerated	X	Santa Clarita Valley SD RFP #11-12-31012012-01
Disposable	N/A	
Fresh Bread	X	GSF Fresh Bakery Program
Fresh Produce	N/A	
USDA	X	SUPER Commodity Cooperative #10(08-09)FS

****IMPORTANT NOTE REGARDING COMMODITY BALANCES****

Please note that commodity PTV discounts will only be given off-invoice if/when commodity balances have been loaded into K12 or ProcessorLink and Gold Star Foods is your districts assigned distributor for processed commodities. In transitioning to the new school year there is typically a two to three week lag time from July 1st until the new balances and carry-over balances are available.

Attached price contract is approved

Attached price contract is not approved

Please specify reason for not approving the attached contract(s):

Attached additional sheet if necessary.

Please sign and return this cover letter only to bids@goldstarfoods.com by June 15th, 2012.

If you have any questions regarding this document please contact Tiffany Riad at (909) 843-9600 Ext. 617 or via email tiffany@goldstarfoods.com.

Greg Roden
Print Name
General Counsel
Print Title

[Signature]
Signature
6/8/12
Date

**AGREEMENT INCORPORATING
PIGGY BACK CONTRACT FOR
PROCUREMENT OF FOOD**

This agreement incorporating piggy back contract for frozen, refrigerated, dry, perishable and seasonal commodities, as well as non-food supplies ("Agreement") is entered into between the Mount Diablo Unified School District ("District") and Gold Star Foods ("Gold Star") (collectively "Parties") as follows:

RECITALS

WHEREAS, District has a need for frozen, refrigerated, dry and perishable and seasonal commodities to provide food for the District's cafeteria program at various school sites; and

WHEREAS, District wants to purchase frozen, refrigerated, dry, perishable and seasonal commodities, as well as non-food supplies ("Food") from Gold Star in a cost-effective manner;

WHEREAS, Gold Star entered into a contract with Santa Clarita Valley Food Services Agency, dated March 27, 2012 ("Santa Clarita Contract"), that is still a valid contract;

WHEREAS, section 20118 of the California Public Contract Code states,

Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract.

WHEREAS, the Santa Clarita Contract contains a "piggyback" provision pursuant to section 20118 of the California Public Contract Code;

WHEREAS, the District has determined that it is in its best interests to purchase the Food by piggybacking on the Santa Clarita Contract; and

WHEREAS, Gold Star wants to provide the District with the Food pursuant to the Santa Clarita Contract;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. The Santa Clarita Contract, including all of its provisions and documents incorporated therein by reference or operation of law, attached hereto as Exhibit "A".

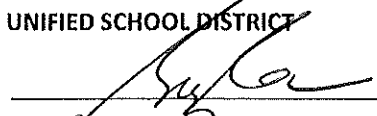
The Parties hereby acknowledge and agree that Gold Star shall comply with all insurance and bond requirements of the Santa Clarita Contract, and shall provide the District with copies of all required insurance documents, payment bond(s), and performance bond(s), at the time Gold Star executes this Agreement.

2. To the extent any term or condition of this Agreement or Exhibit "A" is inconsistent with the Santa Clarita Contract, the Santa Clarita Contract shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Agreement which shall control over all other contradictory provisions.
3. The total cost for all the Food shall be TWO MILLION NINE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND TWENTY DOLLARS (\$2,913,420.00). The District shall pay for the Food individually after the following occurs:
 - 3.1. Food is delivered to the District's property in accordance with the District's policies and procedures.
4. Gold Star hereby acknowledges and certifies that that the prices indicated herein and the referenced documents are the prices indicated and/or authorized in the Santa Clarita Contract.
5. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
6. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between the District and Gold Star. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
7. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
8. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in Contra Costa County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the Santa Clarita Contract.
9. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purposes of this Agreement.
10. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

Dated: June 8, 2012

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

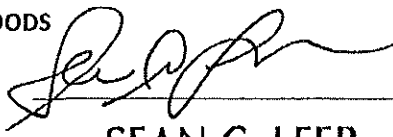
By: 

Print Name: Greg Rolan

Print Title: General Counsel

Dated: June 8, 2012

GOLD STAR FOODS

By: 

Print Name: SEAN C. LEER

Print Title: Vice President, Sales
Gold Star Foods, Inc.