

Sutter County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2021, by and between the Marysville Joint Unified School District (hereinafter referred to as "local educational agency" or "LEA") having an address at 1919 B St., Marysville, CA 95901-3731 and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as "LEC") having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to individually, the "Party" and collectively, the "Parties").

RECITALS

- A. The Department of Health Care Services ("DHCS") is the single State agency responsible for administering the California Medical Assistance Program ("Medi-Cal") and the School-based Medi-Cal Administrative Activities Program ("SMAA") for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance ("CFDA") number for this federal program is 93.778, Medical Assistance Program ("Medi-Cal").
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association ("CCSESA") LEC Region 3.
- C. LEC has entered into an Agreement with DHCS to serve LEA with Administrative Services Related to School-based Medi-Cal Administrative Activities.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for School-based Medi-Cal Administrative Activities ("SMAA") services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 3 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to "CCSC") to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - o Region 3 (Sutter County Superintendent of Schools)
 - o Region 4 (Contra Costa County Office of Education)
 - o Region 5 (Santa Cruz County Office of Education)
 - o Region 6 (Stanislaus County Office of Education)

Business Services Department
Approval: 
Date: 7/9/21

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

- o Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective commencing on July 1st, 2021 for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2021.

The initial term of this Agreement shall be one (1) year commencing as of the date hereof. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one Party has provided written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

- A. Services Provided: LEC will provide the following services to LEA's. The LEC shall:
- (1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.
 - (2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure

- they are complete and assist participating LEA's to finalize the "moments".
- (3) Process RMTS moments for invoicing.
 - (4) Provide the required SMAA documents for operational plans and give direction to LEA's for gathering necessary audit materials for each claiming unit for each quarter.
 - (5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
 - (6) Provide the LEA a "hard copy" RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the RMTS System Software Platform (SSP) for completing the assigned moment.
 - (7) Provide the "Medi-Cal Eligibility Rate" from data submitted by LEA's.
 - (8) Assist LEAs to prepare for Center for Medicare and Medicaid Services (CMS) and Department of Health Care Services site reviews and audits.
 - (9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
 - (10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
 - (11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
 - (12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 3 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
 - (13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
 - (14) LEC shall certify to DHCS:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
 - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
 - (15) Issue reimbursement to District on claims approved and paid by DHCS within 30 days of receipt.
 - (16) Maintain LEC SMAA Audit file, pursuant to the State-approved SMAA Claiming Plan.
 - (17) LEC will act as the liaison between LEA and DHCS.

B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.

- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
- (2) Initially and for every quarter thereafter, provide a Time Survey Participant Universe list with job titles and standardized work hours or "shifts" as defined for the RMTS System Software Platform (SSP) uploads and updates.

- (3) Yearly and quarterly, provide the LEC with board approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
- (4) Arrange for LEA Time Survey Participant (TSP) staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the moments.
- (5) Arrange for the LEA SMAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
- (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.
- (8) During each time study quarter, the LEA will be required to maintain a minimum response rate of eighty-five (85%) of the moments assigned the LEA TSP's. If the LEA is unable to maintain the required response rate, LEA will have sanctions applied according to the SMAA manual.
- (9) Federal regulations require that a LEA maintain all records in support of allowable SMAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file; these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a SMAA claim must be kept five years after the last claim revision.
- (10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (11) In the event an LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.
- (12) **The LEA understands and acknowledges that the LEC is not responsible for monitoring, reviewing or verifying documentation for any coded moment required for the LEA Medi-Cal Billing Option Program (LEA BOP). The LEC is not liable for any exception, State or Federal disallowance related to direct service documentation. The LEC is not responsible for any reimbursement or payment of funds to a LEA for participation in the LEA BOP.**

FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 9% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.
3. LEA acknowledges that, as a result of this fee arrangement, the LEA **will not be entitled** to recover any of the fees charged by the LEC as SMAA reimbursable costs on the LEA invoices.

3. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "B."

4. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required

by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

5. INPUT DATA

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

6. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to the LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

7. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

8. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

9. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials,

officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

10. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, a sufficient number of invalid moments will be pulled and coded as non-allowable (Code 1) to achieve the minimum number of moments to attain a valid sample.

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If the LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. The LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

11. GENERAL

- A. **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- B. **SUCCESSORS** - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. **SEVERABILITY** - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. **NOTICES** - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. **STATE LAW** - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. **DESCRIPTIVE HEADINGS** - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

- H. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

12. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

- A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.
- B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor ("Vendor") for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA's student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit "C" attached hereto and incorporated herein.

13. WARRANTY LIMITATION

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

14. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of July 20, 2021 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

LEA: **MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT**

LEC: **SUTTER COUNTY
SUPERINTENDENT OF SCHOOLS**

By: Penny Lauseng
Penny Lauseng (Jul 12, 2021 14:16 PDT)

By: 

Name: Penny Lauseng

Name: Tom Reusser

Title: Assistant Superintendent, Business Services

Title: Superintendent

Date: 07/12/2021

Date: 7-9-21

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

Operating Procedures with LEC as Invoicing facilitator		LEC Coordinator	LEA Coordinator
1.	Evaluate LEA SMAA program to ensure appropriate participation	✓	✓
2.	Develop and review audit files	✓	
3.	Maintain audit files and store data required to support operational plan		✓
4.	Review operational plan for quality assurance and compliance	✓	✓
5.	Provide and/or ensure RMTS training for coordinators	✓	
6.	Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion	✓	
7.	Provide 100% coding of moments and clarification of moments if necessary	✓	
8.	Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)	✓	✓
9.	Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		✓
10.	Input LEA Calendar into SSP, update periodically and certify	✓	
11.	Rosters: Quarterly Time Survey Participant (TSP) Rosters, including staff schedules.	✓	

12.	LEA/LEC to certify Coding Report	✓	✓
13.	Offer support both programmatically and fiscally	✓	
14.	Supply RMTS results for invoice process	✓	
15.	Generate/provide LEA Medi-Cal Eligibility Rate (MERS) percentage	✓	
16.	Provide fiscal training, materials and forms	✓	
17.	Ensure TSP are not 100% federally funded federally funded	✓	✓
18.	Ensure TSP are not 100% paid out of the Indirect Cost Rate (ICR)	✓	✓
19.	Review LEA fiscal data and prepare invoice for reimbursement	✓	
20.	Prepare and submit invoices to DHCS for payment	✓	
21.	Process DHCS invoice reimbursements send reimbursement payments to LEAs	✓	

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

1.1. Ownership. LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

1.2. Confidentiality Obligations. Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.



STATEMENT OF WORK

Project Name:	Aruba Virtual Mobility Master Implementation	Seller Representative:
Customer Name:	Marysville Joint Unified School District	Pat Hein
CDW Affiliate:	CDW Government LLC	+1 (312) 705-6280
Subcontractor:	Alpha Baller Technologies LLC	pathei@cdwg.com
SOW Created Date:	November 16, 2020	Solution Architect:
Drafted by:	Connor Grimsley	

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and Marysville Joint Unified School District ("Customer," and "Client,").

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Subject to the other provisions of this SOW, Provider will perform the following services:

- Discovery and Understanding of the existing Aruba Wireless Environment.
- Staging, Baseline, and Production-ready Configuration of the Aruba Virtual Mobility Master and associated components.
- Testing, Validation, and Cutover to the new Aruba Virtual Mobility Master and Aruba 8.x OS
- Scope includes implementation of Qty two (2) Virtual Aruba Mobility Master instances, Qty twenty-two (22) Aruba Mobility Controller firmware upgrades and conversion to the new Aruba OS 8.X Architecture.

PROVIDER RESPONSIBILITIES

Provider is responsible for the following:

1. Review existing documentation of Customer's Aruba Wireless Environment.
2. Validate Design and Solution with Aruba Sales Rep and SE.
3. ABT team will travel to each site to perform Aruba Mobility Controller Upgrade per site.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Provide administrative access to systems.
2. Provide documentation of the environment.

PROJECT ASSUMPTIONS

1. Existing Customer environment is in production, network devices are running supported firmware versions, and provided documentation reflects the current as-built state of the environment.
2. Provider will provide a "Turn-key" implementation including training for Customer IT Staff.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Troubleshooting and configuration of the existing environment not related to the implementation of the new Aruba OS 8.X Virtual Mobility Master and associated wireless controllers and APs.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Configuration Snapshots	These documents are saved configurations from various existing and new devices at multiple points through the project.	Text file for each device
Visio Network Drawings	Microsoft Visio Drawing of designs and as-built physical and logical status of the network.	Microsoft Visio
Report of Findings and Recommendations	Written document that details what was implemented during the project along with providing recommendations for improvements including estimated time and resource costs for future projects.	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all

communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$9,280.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Completion of Work	100%	\$9,280.00
Totals	100%	\$9,280.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

1. Notwithstanding anything to the contrary in the Agreement, Seller's Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

Marysville Joint Unified School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)	Address
Marysville Joint USD	1919 B St., Marysville, CA 95902

Includes Purchase Orders dated 06/01/2021 - 07/01/2021			Board Meeting Date July 20, 2021	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P21-05063	HUST BROTHERS INC	Helium Tank Rental	01-5630-0000	234.95
Location Accounting (104A)				
P21-05117	OFFICE DEPOT B.S.D.	supplies	01-4300-0000	362.92
Location Arboga Elementary (01)				
P21-05082	Hegerty Phonic Awareness	Classroom Supplies/Summer School	01-4300-0003	1,092.60
P21-05143	Literacy Resources, LLC	Classroom Supplies/Summer School	01-4300-1100	464.95
P21-05174	OFFICE DEPOT B.S.D.	Summer School Supplies/WARNER Rm 13	01-4300-1100	129.73
P22-00013	ADVANCED DOCUMENT CONCEPTS	Arboga Copiers (ESSER)	01-4450-3210	23,949.23
P22-00041	TROXELL COMMUNICATIONS, INC.	PRESTON, NEW SPEAKER	01-4410-1100	3,613.45
P22-00048	MENTORING MINDS, L.P.	Mentoring Minds Supplemental Materials	01-4300-1100	7,272.32
P22-00050	AMAZON.COM	Library materials, B West	01-4300-1100	82.70
P22-00056	Home Depot USA, Inc.	Garden Shed	01-4410-1100	1,947.42
Total Location				38,552.40
Location Browns Valley Elementary (03)				
P21-05115	SCHOOL SPECIALTY LLC	Outdoor Benches	01-4410-9010	5,503.01
Location Business Services (106)				
P21-05101	Hancock Park & DeLong, Inc.	Funding Consulting	25-5801-9010	31,200.00
P21-05120	Isom Advisors a Division of Urban Futures	Financial Advisory Services	01-5801-0000	60,000.00
P21-05158	CIF SAC-JOAQUIN SECTION	2021-22 One Time Assistance	01-5310-0000	3,759.90
P21-05159	NCSIG	Claim #210030-01 12/09/20 Property Damage	01-5451-0000	691.07
P21-05183	TCG Leadership Dev Corp	Superintendent Search	01-5801-0000	21,500.00
P21-05197	LINDA COUNTY WATER DISTRICT	ADA July 1, 2020 - June 30, 2021	01-5530-0000	25,000.00
P22-00066	CASBO ATTN: ACCOUNTS RECEIVABLE	CASBO District Membership 2021-2022	01-5310-0000	3,500.00
Total Location				145,650.97
Location Categorical (203)				
P21-05181	AMAZON.COM	Materials for Program	01-4300-0003	146.66
P21-05192	AMAZON.COM	Materials for Cindy YE	01-9510-0003	154.64
Total Location				301.30

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE ONLINE

Page 1 of 12

122

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 06/01/2021 - 07/01/2021				Board Meeting Date July 20, 2021	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Cedar Lane Elementary (05)					
P22-00224	ADVANCED DOCUMENT CONCEPTS	Cedar Lane Copier (ESSER)	01-4450-3210	7,929.31	
Location Charter Academy For Fine Arts (42)					
P21-05079	OFFICE DEPOT B.S.D.	Supplies for Parent Involvement	09-4300-3010	426.92	
P21-05098	AMAZON.COM	MCAA ART MINI GRANT	01-4300-4127	916.96	
P21-05099	AMAZON.COM	MCAA MINI ARTS/MEDIA GRANTS	01-4300-4127	380.16	
P21-05109	AMAZON.COM	MCAA ARTS MINI GRANT	01-4300-4127	378.90	
P21-05110	AMAZON.COM	MCAA Mini Grant Arts	01-4300-4127	126.27	
P21-05144	VERIZON WIRELESS	Upgrade cell phone for Paul Vang	09-9510-0000	119.19	
P21-05170	COLLEGE BOARD	AP Exam	09-4300-9010	3,091.00	
P21-05191	OFFICE DEPOT B.S.D.	Supplies	09-4300-0000	37.77	
P22-00011	APPLE COMPUTER INC	iPad Pro and Pencil	01-4410-4127	1,538.99	
P22-00049	EXPLORELEARNING, LLC	Gizmos Renewal	09-5310-0000	2,195.00	
Total Location				9,211.16	
Location Child Development (51)					
P21-05118	LOVING GUIDANCE, INC	Kwoods Professional Development for April 2021	12-4300-9010	337.50	
P21-05136	AMAZON.COM	Child Dev	12-4300-6105	504.16	
P21-05153	THE SHOPPER	The Shopper - 2019 payment	12-5890-6105	493.75	
P21-05163	AMAZON.COM	EMCC Supplies Carmen Garcia	12-4300-6105	398.50	
P21-05168	AMAZON.COM	EMCC Supplies Carmen Garcia	12-9510-5025	263.12	
P22-00055	LEARNING GENIE INC.	Learning Genie App Contract	12-5801-6105	15,782.72	
Total Location				17,779.75	
Location Cordua Elementary (07)					
P21-05091	AMAZON.COM	Library Books	01-4200-0003	585.59	
P21-05095	PRECISION 1 APPAREL	PBIS Awards Shirts	01-4300-0003	257.40	
P21-05112	OFFICE DEPOT B.S.D.	Office Toner	01-4300-1100	503.84	
P21-05135	AMAZON.COM	File Frames	01-4300-1100	117.12	
P21-05137	OFFICE DEPOT B.S.D.	Yellow Office Toner	01-4300-1100	125.04	
Total Location				1,588.99	
Location Covillaud Elementary (09)					

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE ONLINE

Page 2 of 12

123

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 06/01/2021 - 07/01/2021				Board Meeting Date July 20, 2021	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Covillaud Elementary (09)					
P22-00008	SCHOOL SPECIALTY LLC	Tables	01-4300-1100	2,308.97	
P22-00225	ADVANCED DOCUMENT CONCEPTS	Covillaud Copiers (ESSER)	01-4450-3210	19,089.89	
Total Location				21,398.86	
Location Dobbins Elementary (11)					
P22-00058	POSTMASTER	POST OFFICE RENTAL 21/22 SY	01-5630-1100	120.00	
Location Edgewater Elementary (12)					
P21-05072	MathRack Inc.	Summer Session/Pickell	01-4300-3010	420.77	
P21-05077	AMAZON.COM	End of year/Brandow	01-4300-1100	10.81	
P21-05084	AMAZON.COM	Summer Session	01-4300-1100	42.18	
P21-05113	MASCOT JUNCTION, INC.	Summer Session/Student Supplies	01-4300-1100	135.31	
P21-05146	CURRICULUM ASSOCIATES LLC	Summer Session/Quick Word	01-4300-3010	308.34	
P21-05149	AMAZON.COM	Summer Session	01-4300-3010	461.46	
P21-05152	AMAZON.COM	Extended Learning Materials	01-4300-0004	126.69	
Total Location				1,505.56	
Location Facilities (66)					
P21-05121	KYA Services, LLC	8311-Kynoch Preschool Playground Replacement	14-6170-0000	58,386.69	
P21-05122	KYA Services, LLC	8311-Kynoch Preschool Playground Replacement	12-6170-6105	90,000.00	
P21-05169	STATE WATER RESOURCES CONTROL BOARD	8196- Arboga K-8 Expansion-Conversion	25-6173-9010	773.00	
P21-05173	Mid Pacific Engineering, Inc.	8196- Arboga K-8 Expansion/Conversion	25-6230-9010	136,948.60	
P22-00053	FEDERAL EXPRESS CORP	FACILITIES/2021-2022	01-5910-0000	700.00	
Total Location				286,808.29	
Location Foothill Intermediate (35)					
P21-05076	AMAZON.COM	Sanitizer for standing station	01-4300-7420	154.98	
P21-05114	KING CLOTHING ATTN: ZAK KING	Promotion Masks (see attached invoice)	01-4300-1100	504.17	
Total Location				659.15	
Location Grounds (65)					
P21-05171	Belcorp Ag	Turfco Trailer	01-4450-0000	16,351.02	
Location Indian Education (108)					
P21-05090	Makayla Snow	YSPW and Student Workshop	01-5801-4510	300.00	

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE ONLINE
Page 3 of 12

124

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 06/01/2021 - 07/01/2021

Board Meeting Date July 20, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Indian Education (108) (continued)				
P21-05133	AMAZON.COM	Program Activities	01-4300-4510	207.48
Total Location				507.48
Location Instruction (IMC) (110)				
P21-05067	Toolbox Project PBLCC	SEL Curriculum and Training for June 2021	01-5801-7425	50,926.53
P21-05128	CDW-G COMPUTER CENTER	Adobe Pro Licenses	01-5801-0000	221.14
P21-05134	AMAZON.COM	date stamp	01-4300-0000	10.01
P21-05147	Houghton Mifflin Harcourt	ADDITIONAL HS SCIENCE	01-4100-0004	26,993.11
P21-05199	LOVING GUIDANCE, INC	Conscious Discipline for Admin	01-9510-4035	1,485.00
Total Location				79,635.79
Location Johnson Park Elementary (15)				
P21-05182	AMAZON.COM	Summer school Duenas	01-4300-0003	110.55
			01-4300-3182	219.48
P21-05188	SPUNCO SCREEN PRINTING	PBIS Materials	01-4300-0004	590.23
P22-00226	ADVANCED DOCUMENT CONCEPTS	Johnson Park Copiers (ESSER)	01-4450-3210	15,858.63
Total Location				16,778.89
Location Kynoch Elementary (17)				
P21-05062	AMAZON.COM	RM 21, CROSS	01-4300-0003	309.96
			01-9510-0003	31.21
P21-05064	AMAZON.COM	MORRISON, SUMMER BRIDGES, WATER BOTTLES.	01-4300-0003	584.46
P21-05065	AMAZON.COM	RM 21, BULLETIN BOARD STUFF	01-4300-0003	258.23
Total Location				1,183.86
Location Linda Elementary (19)				
P21-05069	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies/Anderson	01-4300-3010	141.71
P21-05070	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies/Kinder	01-4300-3010	323.65
P21-05071	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies/Soto	01-4300-3010	126.62
P21-05074	AMAZON.COM	Summer School Supplies/Williams	01-4300-3010	285.67
P21-05075	AMAZON.COM	Summer School Supplies/Lattuca	01-4300-3010	166.52
P21-05078	AMAZON.COM	Summer School Supplies/Williams	01-4300-3010	29.20
P21-05088	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies/Adamson	01-4300-1100	29.21
P21-05089	AMAZON.COM	Adamson supplies/chair	01-4300-1100	61.68

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE

ONLINE

Page 4 of 12

125

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 06/01/2021 - 07/01/2021				Board Meeting Date July 20, 2021	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Linda Elementary (19) (continued)					
P21-05092	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies/Adamson	01-4300-3010	126.62	
P21-05093	AMAZON.COM	Supplies/Birch	01-4300-3010	462.90	
P21-05094	AMAZON.COM	Supplies/Purdy	01-4300-3010	274.21	
P21-05123	AMAZON.COM	Supplies/Adamson	01-4300-0003	82.35	
P21-05124	AMAZON.COM	Supplies/Messick	01-4300-0003	213.76	
P21-05125	AMAZON.COM	Summer School Supplies/Eggar	01-4300-0003	271.18	
P21-05150	SCHOLASTIC	Books for Library Vending Machine	01-4300-0003	911.12	
			01-4300-3010	15,000.00	
P21-05151	OFFICE DEPOT B.S.D.	Roxanne Summer School	01-4300-0004	874.53	
		Total Location		19,380.93	
Location Lindhurst High (43)					
P21-05073	ROSIE'S SNO BIZ INC	Senior Picnic	01-4300-9010	1,250.00	
P21-05087	Sac Valley Golf Cars	Golf Cart	01-4450-6690	4,871.25	
P21-05119	CLOSE LUMBER	Parking Blocks	01-4300-0000	627.81	
P21-05127	MJB WELDING SUPPLY	CTE LHS AG WELD	01-5641-0000	300.00	
P21-05165	AP EXAMINATIONS	AP Testing 2020/2021	01-4300-0000	6,797.00	
P22-00018	STEM FUSE, LLC	2021-22 License - Game It Curriculum	01-5801-0004	2,000.00	
P22-00024	WALKER'S OFFICE SUPPLIES	LHS Office and Library	01-4300-0000	22,267.36	
P22-00025	VIRCO INC.	Chairs Spangler	01-4300-0000	3,487.43	
P22-00026	SIERRA SCHOOL EQUIPMENT CO	Media Room Desks	01-4300-0000	8,248.65	
P22-00033	INTERVAL TECHNOLOGY PARTNERS	Enriching Students Scheduling Tool	01-5801-0004	5,398.75	
P22-00039	ACADEMIC INNOVATIONS	Careers Books	01-4100-0004	6,151.14	
P22-00042	KING CLOTHING ATTN: ZAK KING	Link Crew T-Shirts	01-4300-0000	1,591.28	
P22-00043	KYA SERVICES, LLC	Flooring	01-4300-0000	17,038.33	
P22-00045	DIPIETRO & ASSOCIATES, INC.	AED Equipment	01-4300-0000	2,195.04	
P22-00046	Healtheon USA	Athletic Training Supplies	01-4410-0000	3,242.09	
P22-00047	ROGUE FITNESS	Athletic Trainer Supplies	01-4300-0000	1,563.13	
P22-00054	MORPHY AWARDS AND SPORTSWEAR	Athletics	01-4300-0000	1,699.25	
P22-00059	HERFF JONES EDUCATION DIVISION ATTN: CUSTOMER SERVICE	Diplomas and Covers	01-4300-0000	3,700.00	
P22-00060	Chico Ceramics Center, LLC	Art Classroom Supplies/Greco	01-4300-0000	500.00	

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE ONLINE

Page 5 of 12

Includes Purchase Orders dated 06/01/2021 - 07/01/2021				Board Meeting Date July 20, 2021	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Lindhurst High (43) (continued)					
P22-00061	UNITED RENTALS	Athletic Rentals/Football Sep 3	01-5630-0000	314.49	
P22-00062	UNITED RENTALS	Athletic Rentals/Football Sep 24	01-5630-0000	314.49	
P22-00063	UNITED RENTALS	Athletic Rentals/Football Oct 1	01-5630-0000	314.49	
P22-00064	UNITED RENTALS	Athletic Rentals/Football Oct 8	01-5630-0000	590.04	
P22-00065	UNITED RENTALS	Athletic Rentals/Football Oct 22	01-5630-0000	590.04	
P22-00228	ADVANCED DOCUMENT CONCEPTS	LHS Copiers (ESSER)	01-4450-3210	15,858.63	
Total Location				110,910.69	
Location Loma Rica Elementary (21)					
P21-05097	AMAZON.COM	Office Supplies	01-4300-1100	97.41	
Location Maintenance (63)					
P21-05080	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/20-21 Surveillance Permits	01-5890-8150	12,231.87	
P21-05083	NATIONAL ANALYTICAL LABORATORIES, INC.	Linda Elementary/Asbestos/Lead Inspection	01-5801-8150	660.03	
P21-05126	AMAZON.COM	Water Cooler	01-4300-8150	324.09	
P21-05145	CHATFIELD-CLARKE CO, INC.	Maintenance/LHS COVILLAUD TACKBOARD	01-4300-8150	12,955.89	
P21-05160	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/LHS Asbestos/Lead Inspection	01-5801-8150	992.80	
P21-05161	ADVANCED INTEGRATED PEST MANAGEMENT	Maintenance/Additional Services MHS	01-5801-8150	1,615.00	
P21-05172	Servpro of Auburn/Rocklin	Maintenance/Covillaud Preschool	01-5642-8150	15,428.92	
P21-05179	Nielsen Inspection Svcs, Inc.	Inspections for Solar with Site Logiq	01-6240-0010	157,050.00	
P21-05184	KONE Inc.	Maintenance/LHS Elevator Services Repair	01-5642-8150	980.58	
P21-05193	LARRY GEWEKE FORD	F250 Service Truck	01-9510-8150	40,414.15	
P21-05194	LARRY GEWEKE FORD	F250 Service Truck	01-9510-8150	40,414.15	
P22-00019	CALIFORNIA SCHOOL INSPECTIONS	MAINTENANCE/2021-2022	01-5801-8150	8,800.00	
P22-00020	CARPET II INC. DBA PREMIER FLOORS	Maintenance/Independent Study	01-5801-8150	15,589.80	
P22-00021	CARPET II INC. DBA PREMIER FLOORS	Maintenance/Browns Valley	01-5801-8150	5,828.15	
P22-00022	CARPET II INC. DBA PREMIER FLOORS	Maintenance/Linda Elementary Room #112	01-5801-8150	5,843.96	
P22-00023	CARPET II INC. DBA PREMIER FLOORS	Maintenance/Linda Elementary Room P5	01-5801-8150	6,808.26	
P22-00030	AMAZON.COM	MAINTENANCE/TOW HITCHES	01-4300-8150	604.04	
P22-00032	Advantage Spec West	2021-2022 MAINTENANCE	01-4300-8150	1,500.00	
P22-00034	MCCUMBER'S GLASS	Maintenance/2021-2022	01-5642-8150	18,400.00	

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE

ONLINE

Page 6 of 12

27

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 06/01/2021 - 07/01/2021				Board Meeting Date July 20, 2021	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location: Maintenance (63) (continued)					
P22-00035	BROWNSVILLE SAND & GRAVEL INC	Maintenance/Edgewater	01-5801-8150	2,800.00	
P22-00036	BROWNSVILLE SAND & GRAVEL INC	Maintenance/Yuba Gardens	01-5801-8150	12,550.00	
P22-00037	American Eagle Enterprises	21-22 Annual Bleacher Inspections & Repairs	01-5801-8150	10,510.00	
P22-00038	L&W SUPPLY	Maintenance/MHS and Covillaud	01-4300-8150	12,484.57	
P22-00040	BROWNSVILLE SAND & GRAVEL INC	Maintenance/Kynoch Asphalt	01-5801-8150	17,500.00	
P22-00051	BATTERY SYSTEMS/CHICO/REDDING	2021-2022 MAINTENANCE	01-4300-8150	3,000.00	
P22-00052	Applied Landscape Materials	MAINTENANCE/2021-2022	01-4300-8150	41,000.00	
Total Location				446,286.26	
Location: Marysville High (45)					
P21-05085	Robert Bosch Tool Corp.	3D Printer	01-9510-0004	2,044.95	
P21-05096	AMAZON.COM	Water Cooler for summer school	01-4300-7420	238.14	
P21-05100	DICK BLICK COMPANY	MHS ARTS MINI GRANT	01-4300-4127	1,234.35	
P21-05105	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-6500	140.69	
P21-05106	AMAZON.COM	Summer School AG Coughlin	01-4300-0004	2,138.71	
P21-05107	NASCO	ARTS MINI GRANT/ SAUNDERS MHS	01-4300-4127	1,277.87	
P21-05116	CALIFORNIA ASSN FFA ATTN: JENNIFER STOCKTON	SLC Lodgings Lassaga	01-5890-0004	228.09	
P21-05157	COLLEGE BOARD	AP Exam Invoice	01-9510-0000	5,547.00	
P21-05195	ELITE UNIVERSAL SECURITY	Security at Graduation	01-9510-0000	1,053.00	
P21-05196	HERFF JONES OF NORTHERN CA	Graduation Cords	01-9510-0000	2,964.03	
P21-05198	Herff Jones of Northern CA	Graduation Gown Rentals	01-9510-0000	3,664.80	
P22-00003	SIERRA SCHOOL EQUIPMENT CO	Floral Class desks	01-4300-0004	10,256.69	
				1,291.42	
P22-00005	DAVIS PUBLICATIONS INC	Supplemental Ag Mech Texts	01-4100-6387	2,116.23	
P22-00007	SCHOOL SPECIALTY LLC	Science Tables	01-4300-0004	1,870.57	
				15,078.13	
P22-00014	ADVANCED DOCUMENT CONCEPTS	MHS Copiers (ESSER)	01-4450-3210	31,717.25	
Total Location				82,861.92	
Location: McKenney Intermediate (37)					
P21-05156	Elite Universal Security	PROMOTION	01-5801-1100	312.00	
P22-00344	ADVANCED DOCUMENT CONCEPTS	McKenney Copiers (ESSER)	01-4450-3210	5,580.29	

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE ONLINE
Page 7 of 12

128

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 06/01/2021 - 07/01/2021

Board Meeting Date July 20, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73)				Total Location 5,892.29
P21-05131	INNOSEAL SYSTEMS INC.	Direct Order for Warehouse Inventory	13-9326-5310	263.32
P21-05132	WCP Solutions	COVID-19 Packaging	13-9326-5310	1,214.84
P21-05140	ULINE.COM	Direct Order for Warehouse	13-9510-5310	461.65
P21-05155	SYSCO SACRAMENTO, INC.	Direct Order & COVID packaging for Warehouse Inv	13-9326-5310	1,149.40
Total Location				3,089.21
Location Personnel (113)				
P21-05139	OFFICE DEPOT B.S.D.	PERSONNEL/Mary	01-4300-0000	54.86
P21-05175	OFFICE DEPOT B.S.D.	PERSONNEL/bv	01-4300-0000	37.00
P21-05178	APPEAL DEMOCRAT	ADVERTISEMENT IN APPEAL Warehouseman II	01-5890-0000	160.65
Total Location				252.51
Location Print Shop (67)				
P21-05102	The Tree House, Inc.	HP 771A Toners	01-9510-0000	5,384.57
P21-05129	SPICER'S PAPER, INC.	Paper	01-4300-0000	2,231.14
P21-05130	CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC.	Blade Kit	01-4300-0000	206.76
P21-05154	CALIFORNIA SURVEYING AND DRAFTING SUPPLY, INC.	Latex Printer Repair	01-5641-0000	435.00
Total Location				8,257.47
Location Pupil Services (202)				
P21-05104	PEARSON ASSESSMENTS ORDER DEPARTMENT	SPED ED Teachers	01-4300-0000	2,650.00
P21-05111	OFFICE DEPOT B.S.D.	Student Services Files	01-4300-0000	121.20
P21-05148	AMAZON.COM	ESY Supplies for Classroom Theresa and Peter	01-4300-6500	55.01
P21-05164	OFFICE DEPOT B.S.D.	Health Services Office supplies	01-4300-0000	78.19
P21-05176	AMAZON.COM	Health services - For Student Madeline Torres	01-9510-0000	62.75
P21-05177	AMAZON.COM	ESY Supplies for classroom - Kiley Lagorio	01-9510-6500	106.95
P21-05185	AMAZON.COM	ESY - Jas Gill order	01-9510-6500	38.72
P21-05187	AMAZON.COM	ESY - Per Kristina	01-9510-6500	279.20
P22-00010	CDW-G COMPUTER CENTER	OTterboxes for 8th gen iPads	01-4300-3210	5,720.36
P22-00012	APPLE COMPUTER INC	iPads 8th Gen	01-4300-3210	36,043.43
Total Location				45,155.81
Location Purchasing (104)				

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE

ONLINE

Page 8 of 12

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 06/01/2021 - 07/01/2021				Board Meeting Date July 20, 2021	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Purchasing (104)					
P21-05142	PITNEY BOWES SUPPLIES OPERATIONS	Mailroom Supplies	01-4300-0000	629.32	
Location South Lindhurst (47)					
P21-05103	SMILE BUSINESS PRODUCTS, INC.	Copier/Office	01-9510-0004	5,714.52	
P21-05162	AMAZON.COM	CTE SLHS AG/SMITH	01-4300-6387	25.35	
			01-4300-7010	4.93	
			Total Location	5,744.80	
Location Student Discipline/Attendance (109)					
P22-00006	RAPTOR TECHNOLOGIES, LLC	RAPTOR renewal	01-5801-0004	16,560.00	
P22-00015	ADVANCED DOCUMENT CONCEPTS	SARB/D&A Copier (ESSER)	01-4450-3210	5,580.29	
			Total Location	22,140.29	
Location Superintendent (101)					
P21-05186	OFFICE DEPOT B.S.D.	office supplies	01-4300-0000	67.07	
Location Technology (102)					
P21-05108	AMAZON.COM	Ethernet Adapters for Imaging	01-4300-0000	422.00	
P22-00016	NETWORK CONSULTING SERVICES INC.	2021 VMWare Renewal Contract# 310923030	01-5801-0000	10,477.20	
P22-00017	GAGGLE	Contract For Services Date:7/1/2021-6/30/2022	01-5801-0000	9,020.00	
P22-00031	AMPLIFIED IT, LLC	Quote# 00135565 - Renewal 08/21/2021 - 08/20/2022	01-5801-0000	4,070.00	
P22-00044	AMPLIFIED IT, LLC	Quote# 00136817-GoogleWorkspace	01-5801-0000	36,000.00	
P22-00057	AREY JONES EDUCATIONAL	LightSpeed Filter 1 year - 2021-2022 Renewal	01-5801-0000	51,900.00	
			Total Location	111,889.20	
Location Transportation (69)					
P21-05066	AMAZON.COM	Safety Walk	01-4300-0230	146.74	
P21-05086	APPEAL DEMOCRAT	TRANSPORTATION	01-9510-0230	356.79	
			Total Location	503.53	
Location Warehouse (71)					
P22-00004	SPICER'S PAPER, INC.	WHS Stock 21-22 Paper	01-9320-0000	55,289.77	
P22-00009	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 21-22 Paper	01-9320-0000	10,855.87	
P22-00027	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 21-22 Lamps	01-9320-0000	134.23	
P22-00028	PYRAMID SCHOOL PRODUCTS	WHS Stock 21-22 Lamps	01-9320-0000	830.84	

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE ONLINE

Page 9 of 12

130

Includes Purchase Orders dated 06/01/2021 - 07/01/2021

Board Meeting Date July 20, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P22-00029	PLATT ELECTRIC SUPPLY	WHS Stock 21-22 Lamps	01-9320-0000	21,262.47
Total Location				88,373.18
Location Yuba Gardens Intermediate (39)				
P21-05081	AMAZON.COM	Materials	01-4300-3010	71.28
P21-05138	AMAZON.COM	WALLS	01-9510-1100	420.99
P21-05141	CESA 5	HAYS/GATES	01-4300-1100	3,900.00
P21-05166	GRAINGER	CUSTODIAL/LOSCH	01-4320-0000	236.30
P21-05167	ULINE.COM	CUSTODIAL/LOSCH	01-9510-0000	534.92
P21-05189	AMAZON.COM	JENNINGS/GATES	01-9510-0003	316.31
P21-05190	AMAZON.COM	RISTER/GATES	01-9510-0003	279.12
P22-00229	ADVANCED DOCUMENT CONCEPTS	YGS Copiers (ESSER)	01-4450-3210	15,858.63
Total Location				21,617.55
Total Number of POs				206
Total				1,625,213.10

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	98	474,190.21
09	Chtrr Schs	3	3,555.69
12	Child Dev	5	91,733.91
13	Cafeteria	3	2,627.56
14	Def Maint	1	58,386.69
25	Cap Fac	3	168,921.60
Total Fiscal Year 2021			799,415.66
01	Gen Fund	89	806,975.76
09	Chtrr Schs	2	2,314.19
12	Child Dev	2	16,045.84
13	Cafeteria	1	461.65
Total Fiscal Year 2022			825,797.44
Total			1,625,213.10

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE ONLINE

Page 10 of 12

131

Includes Purchase Orders dated 06/01/2021 - 07/01/2021

Board Meeting Date July 20, 2021

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P21-00012	3,228.43	01-4300	Gen Fund/Mat&Suppli	1,228.43
P21-00025	27,093.03	01-4300	Gen Fund/Mat&Suppli	5,000.00
P21-00041	67,133.94	01-4300	Gen Fund/Mat&Suppli	4,000.00
P21-00045	13,625.97	01-4300	Gen Fund/Mat&Suppli	1,079.97
P21-00051	2,350.00	01-5801	Gen Fund/Contracts	350.00
P21-00063	7,222.77	01-4300	Gen Fund/Mat&Suppli	222.77
P21-00064	148.14	01-4300	Gen Fund/Mat&Suppli	45.51
P21-00065	5,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P21-00070	14,535.27	01-4300	Gen Fund/Mat&Suppli	1,000.00-
P21-00075	3,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P21-00183	1,037.04	01-4364	Gen Fund/Tools/Part	37.04
P21-00188	13,328.60	01-4364	Gen Fund/Tools/Part	3,167.64
P21-00200	5,339.04	01-4364	Gen Fund/Tools/Part	400.00
P21-00207	750.00	01-4300	Gen Fund/Mat&Suppli	500.00
P21-00210	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P21-00231	2,000.00	01-4364	Gen Fund/Tools/Part	1,500.00
P21-00270	28,305.00	01-5582	Gen Fund/Pest Contr	702.00
P21-00281	35,000.00	01-5562	Gen Fund/Custodial	1,000.00
		01-5630	Gen Fund/Rents/Leas	1,000.00
			Total for P21-00281	2,000.00
P21-00357	333.50	01-4300	Gen Fund/Mat&Suppli	100.00
P21-00520	4,510.00	01-5801	Gen Fund/Contracts	2,000.00
P21-00633	32,200.00	13-4717	Cafeteria/FoodPurcSch	932.09
P21-00636	35,604.00	13-5801	Cafeteria/Contracts	1,000.00-
P21-00638	73,000.00	13-5641	Cafeteria/Equip Repa	6,000.00
P21-00640	6,500.00	13-5641	Cafeteria/Equip Repa	500.00
P21-00654	394,000.00	13-4313	Cafeteria/N-Food NTR	2,500.00
		13-4717	Cafeteria/FoodPurcSch	39,500.00
			Total for P21-00654	42,000.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

ESCAPE ONLINE

Page 11 of 12

132

Includes Purchase Orders dated 06/01/2021 - 07/01/2021

Board Meeting Date July 20, 2021

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P21-00656	416,000.00	13-4716	Cafeteria/Produce	89,000.00
		13-4717	Cafeteria/FoodPurcSch	10,799.77
			Total for P21-00656	99,799.77
P21-01160	3,729.23	01-4300	Gen Fund/Mat&Suppli	87.15
P21-02458	35.05	01-4300	Gen Fund/Mat&Suppli	57.17-
P21-02520	2,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P21-02577	203,500.00	01-5801	Gen Fund/Contracts	3,750.00
P21-03022	500.00	12-4300	Child Dev/Mat&Suppli	200.00
P21-03150	692.79	01-4300	Gen Fund/Mat&Suppli	476.29
		01-4410	Gen Fund/Equip NonC	692.79
			Total for P21-03150	216.50
P21-03354	682.83	01-4300	Gen Fund/Mat&Suppli	37.37-
P21-04401	13,651.82	01-4300	Gen Fund/Mat&Suppli	1,800.00
P21-04645	29,684.68	01-4410	Gen Fund/Equip NonC	3,387.62-
P21-04832	8,200.00	01-6240	Gen Fund/Inspect Fe	5,400.00
P21-04962	286.00	13-4300	Cafeteria/Mat&Suppli	38.97
			Total PO Changes	180,575.68

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jul 9 2021 9:19AM

133

2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/20/2021
---	------------

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Sofia Tapia
DELAC review date	02/04/2021
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://sites.google.com/mjUSD.k12.ca.us/educatoralservices/english-learners
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant	Yes

134
Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101 SACS 4127	

135

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

STRATEGIC PARTNERSHIP AGREEMENT
FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT NO: SP22-101

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2021 by and between the FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION ("Commission"), and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (MJUSD) – Child Development Department, a political subdivision of the State of California (the District) with its principal place of business at 1919 B Street, Marysville, CA 95901 ("Provider"), individually referred to herein as a "party" and collectively as the "parties" for SCHOOL READINESS PROGRAM ("Program")

RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, the Commission has adopted a five year strategic plan to invest Proposition 10 tax dollars into services that promote the early development and well-being of Yuba County children from prenatal to age five; and

WHEREAS, Provider will apply the best industry practices for service delivery to produce outcomes to further the result areas in the Commission's strategic plan; and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work to execute strategies to further the result areas in the Commission's strategic plan; and

NOW, THEREFORE, the Commission and Provider agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.
2. **CONTRACT TYPE.** This Agreement is a cost reimbursement grant for professional services. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of [FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$515,000.00) without the prior authorization of the Commission.

136

Business Services Department

Approval: PL

Date: 7-1-21

3. CONTRACT TERM.

- A. Length. This Agreement shall be a two year term agreement to begin on the date written above and shall terminate on June 30, 2024, which means that all work required by this Agreement shall be completed by that date.
- B. Start date. Provider agrees to begin work within thirty (30) days of the date written above.
- C. Renewal. This agreement may renew three years from the start date for an additional two years. The Commission must first confirm the Program continues in its strategic plan, contractual requirements have been met, and funding is available. Commission discussion and approval is required for all renewals

4. COMBINED SCOPE OF WORK – EVALUATION PLAN

- A. Provider shall use the funds awarded under this Agreement to pay for the services specified in the COMBINED SCOPE OF WORK- EVALUATION PLAN, approved by the Commission set forth in **EXHIBIT A** for the Program written above. Any modifications to the Program that are deemed by the Executive Director to significantly impact the Scope of Work require Commission approval.
- B. Provider shall designate a Program Administrator that shall work directly with the Executive Director or his/her designee on the day to day performance requirements under this Agreement. Furthermore, any changes for the following direct service positions shall require written notice to the Commission: School Readiness Specialist and Health Aide.
- C. Provider represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Work. All such services shall be performed by Provider or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Provider shall provide copies of all necessary licensures, certificates and/or degrees to the Commission.
- D. Provider shall provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accord with this Agreement. Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission. In the event of any conflict between any of the provisions of this Agreement (including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

137

5. BUDGET.

- A. Provider shall use funds derived from this Agreement as outlined in the Program BUDGET approved by the Commission set forth in **EXHIBIT B** for the Program written above. Any modifications to specific line items that do not vary the budgeted line item by 10 percent or more may be approved by the Executive Director. Any modifications to specific line items that vary the budgeted line item by more than 10 percent require approval by the Commission.
- B. Provider shall work with the Executive Director upon BUDGET approval to develop a detailed BUDGET NARRATIVE as set forth in **EXHIBIT C** to be specific and reflective of expenditures associated with EXHIBIT A and B. Any modifications to specific line items in EXHIBIT B that do not vary the budgeted line item by 10 percent or more may also be modified in EXHIBIT C upon written approval of the Executive Director. Any modifications to specific line items in EXHIBIT B that vary the budgeted line item by more than 10 percent require approval by the Commission.
- C. Budget amendments will be considered annually beginning in Quarter 3 and must be approved by the Commission at a regularly scheduled meeting prior to start of Quarter 4.
- D. Provider shall budget for and utilize local resources when applicable and available in order to support sustainable and thriving communities.

6. PERFORMANCE MEASURES

- A. Commission shall identify performance measures to be used to evaluate contractual compliance, Provider shall collect data in a format defined by the Executive Director, and outlined in the COMBINED SCOPE OF WORK - EVALUATION PLAN, approved by the Commission set forth in **EXHIBIT A**, with supporting documentation, which may include surveys, registration forms, tracking logs, project milestones as well as any service deliverables or task for which the Provider is responsible and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee.
- B. Provider represents that it has, or will secure at its own expense the administrative capacity to manage services performed, to ensure the integrity of data collection according to reporting guidelines prescribed by the Executive Director.
- C. Provider shall utilize an online data management system as defined by the Executive Director to submit all evaluation data that follows the components outlined in EXHIBIT A
- D. Provider shall participate in any training on data collection and evaluation prescribed by the Executive Director.

138

- E. Provider shall participate in quarterly Strategic Partner Meetings hosted by the Executive Director in order to support alignment, maximize resources and ensure non-duplication of services.

7. PERFORMANCE MONITORING AND REPORTING

- A. Provider shall provide interim progress reports in a format and timeframe defined by the Executive Director concerning activities as they affect the obligations and purposes of this Agreement. Provider shall submit the required PROGRESS REPORT, with supporting documentation, which may include progress toward measurable results; expenditures to date; level of service provided; issues or barriers encountered and how they are being addressed; and number of participants served. The Executive Director shall provide Provider with the forms and/or access to a database or computer program which Provider is required to use.
- B. Provider shall submit progress reports to Commission staff ten (10) days after the end of the quarter.

PERIOD	REPORTING MONTHS	END OF PERIOD	REPORTS DUE
Quarter 1	July 1 – September 30	September 30	October 10
Quarter 2	October 1 – December 31	December 31	January 10
Quarter 3	January 1 – March 31	March 3	April 10
Quarter 4	April 1 – June 30	June 30	July 10

8. PAYMENT TERM AND FREQUENCY

- A. Subject to Provider's performance of this Agreement and submission of the required ITEMIZED INVOICE FORM, as prescribed by First 5 Yuba, with supporting documentation of all purchases, which may include original receipts/invoices and/or general ledger reports and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee, to the Commission twenty (20) days after the end of each fiscal quarter, Commission shall reimburse Provider for allowable expenses on a quarterly basis. The required Itemized Invoice Form may be modified by the Executive Director from time to time.
- B. Commission staff will process timely invoices before processing late ones. Any invoice submitted after forty-five (45) days after each fiscal year and/or the final contract period will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided, unless Provider has obtained prior written Commission approval to the contrary. Provider assumes full financial liability for services provided outside the terms of this Agreement.

139

PERIOD	REPORTING MONTHS	END OF PERIOD	INVOICE DUE
Quarter 1	July 1 – September 30	September 30	October 20
Quarter 2	October 1 – December 31	December 31	January 20
Quarter 3	January 1 – March 31	March 31	April 20
Quarter 4	April 1 – June 30	June 30	July 20

9. **WITHHOLDING OF PAYMENTS.** In the event of an actual or alleged breach of this Agreement, or if the Commission is notified by the general public about concerns about the quality/effectiveness the Program, the Commission reserves the right to withhold payments, and/or identify corrective actions to be made by the Provider, increase monitoring activities, which may include additional site visits and/or partial or full audits of the Program. If performance issues are not rectified to the Executive Director's satisfaction, the Commission holds the right to terminate the Program as outlined in this Agreement.

10. **INSURANCE.**

- A. **General Liability.** Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.
- B. **Automobile.** Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Provider in order to perform said services, the Provider shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).
- C. **Worker's Compensation.** If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.
- D. **Professional Liability** of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.
- E. Said policies shall remain in force through the life of this Agreement and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis. Additionally, as to each policy required under this Agreement, Commission shall be named as additional insured by written endorsement subject to approval by the Commission General Counsel. Provider shall also obtain a waiver of subrogation from its insurer as to each policy. Failure to provide and maintain the insurance and related endorsements required by this Agreement will constitute a material breach of the Agreement.

140

- F. During the term of this Agreement, Provider shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Provider shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

11. ASSIGNMENT AND SUBCONTRACTS.

- A. Assignment. Provider shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.
- B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, Provider agrees to be fully responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.
- C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract. Documentation including qualifications, licenses and other supporting documentation as outlined in this agreement shall apply to all subcontracts and be provided to the commission upon contract execution.

12. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

- A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this

Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.

- B. All durable goods and inventory items as defined by Commission policy and acquired under this Agreement shall become the property of the Commission. Provider agrees to deliver and assign said items to the Commission upon completion of this agreement unless the Commission, at its sole discretion, makes an alternative disposition.
- C. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee. All materials will be reviewed within 7-10 business days of receipt, or as soon thereafter as possible, by the Executive Director or his/her designee.
- D. During and following the term of this Agreement, Provider agrees to make the public aware of the benefits of Proposition 10 tax dollars in the community placing the Commission's logo (which is located on the Commission's website) on all materials it distributes or otherwise circulates that were developed pursuant to this Agreement and for which Provider was compensated by the Commission. Provider shall provide Commission staff a copy of all documents with printed logo prior to public distribution and/or 15 days prior to event.

13. NOTICES. All notices regarding the agreement shall be given to Commission in written format at the following location:

FIRST 5 YUBA
1114 Yuba Street, Suite 141
Marysville, CA 95901

Notices shall be given to Provider at the following addresses:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B Street
Marysville, CA 95901

14. SUSTAINABILITY.

- A. Commission shall have no responsibility or obligation to ensure the long-term sustainability of Provider or Provider's program. The ultimate responsibility for sustainability shall be borne by Provider.
- B. Commission anticipates that revenues from Proposition 10 distributed by the First 5 California Children and Families Commission will diminish in the future and that the

142

Commission's annual strategic plan, which is reviewed by the public, may change and/or reprioritize strategy areas as often as every year. For these reasons, Commission cannot and does not guarantee that a program once funded will continue to be funded, even if it is effective in attaining the Commission's goals.

- C. Commission may, if it chooses, be a partner with Provider in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund Provider. Options for a Provider to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.
- D. Provider shall develop a written sustainability plan for the Program defined in this Agreement with consultation from the Executive Director where appropriate.
- E. Provider shall fully cooperate with the Executive Director and Commission to address the goals of service integration.

15. **CONTRACT CHANGES CLAUSE.** Notwithstanding any other provision of this Agreement, no changes may be made to this Agreement without the express written authorization of the Executive Director or, in the discretion of the Executive Director, the written consent of the Commission.

16. **INDEMNIFICATION.**

- A. **Definitions.** For purposes of this Section 16, "Provider" shall include Provider, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Provider or its subcontractors, in the performance of this Agreement. "Commission" shall include Commission, its officers, agents, employees and volunteers.
- B. **Provider to Indemnify Commission.** To the fullest extent permitted by law, Provider shall indemnify, hold harmless, and defend Commission from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Provider's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Provider or failure to comply with any provision in this Agreement.
- C. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Provider shall not be required to indemnify Commission for such loss or damage as is caused by the sole active negligence or willful misconduct of the Commission.

143

- D. **Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of Commission's choice, expert fees and all other costs and fees of litigation. Provider shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- E. **Defense Deposit.** The Commission may request a deposit for defense costs from Provider with respect to a claim. If the Commission requests a defense deposit, Provider shall provide it within 15 days of the request.
- F. **Waiver of Statutory Immunity.** The obligations of Provider under this Section 16 are not limited by the provisions of any workers' compensation act or similar act. Provider expressly waives its statutory immunity under such statutes or laws as to Commission.
- G. **Indemnification by Subcontractors.** Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Provider's behalf.
- H. **Insurance Not a Substitute.** Commission does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Provider's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

17. **CONFIDENTIALITY.**

- A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.
- B. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

18. **QUALITY ASSURANCE, PROGRAM REVIEW, INSPECTION, & AUDIT.**

- A. Provider shall maintain adequate individualized client records, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, confidentiality releases, referrals and records of services provided by the various professional and paraprofessional personnel, in sufficient detail to permit an

144

evaluation of services. Such records must comply with all appropriate Federal, State, and Commission record maintenance requirements.

- B. Provider shall permit, at any reasonable time, personnel designated by the Executive Director to come on Provider's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director, and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Provider which pertain to services performed and determinations of amounts payable under this Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.
- C. Provider shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement. Provider shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider who participated in this Agreement in any way.
- D. Any audit may be conducted on Provider's premises or, at Commission's option, Provider shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.
- E. Should Provider's performance be found to be less than satisfactory at any point in the contract period, they shall be notified by Commission staff of the specific deficiencies. Provider will work, according to existing Commission policy, to develop and implement corrective actions and return to satisfactory standing.
- F. Provider will be notified in writing of their good standing with the Commission upon completion of this Agreement.

19. LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. Provider agrees to administer this Agreement in accordance with all applicable Commission policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable

145

administrative practices and judgment. Provider shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

20. CHILD ABUSE PREVENTION AND REPORTING. Provider shall maintain current knowledge of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse. Provider agrees to abide by all obligations, terms, and requirements of these laws and policies.

21. NONDISCRIMINATION.

- A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.
- B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.
- C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

22. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) discriminate against anyone in employment or hiring based on religion; (B) discriminate against any persons served based on religion; nor (C) provide any religious instruction, worship, or counseling.

146

23. **SMOKE-FREE POLICIES.** Provider shall prohibit the use of tobacco, marijuana, and e-cigarette (vape) on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers. When applicable, provider shall implement a comprehensive system of care for tobacco screening and referral to cessation services such as the California Smoker's Helpline.

24. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities, specifically including lobbying or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

25. **RACIAL EQUITY, DIVERSITY & INCLUSION.** Provider will strive to enhance institutional practices and procedures that utilize an equity lens designed to improve outcomes for vulnerable populations. Providers will provide programs, services, and care that integrates and supports diversity and inclusion among all families and children ages 0-5.

26. **CULTURAL COMPETENCE.** Provider shall ensure that participants receive from all staff members' effective, conscious, and respectful care that is provided in a manner compatible with the target populations' cultural health beliefs and practices and their preferred language. Provider shall provide language assistance services to each participant with limited English proficiency, including having bilingual staff and/or interpreter services at all points of contact.

27. **QUALITY CARE & PROFESSIONAL DEVELOPMENT.** Provider shall ensure that the care and services being provided to the target population are in quality environments and promote developmentally appropriate interactions between adults and children. Care and services provided must align with local First 5 work, First 5 California initiatives (i.e., Improve and Maximize Programs so All Children Thrive IMPACT) and California Department of Education (CDE) – California Preschool Learning Foundations and California Infant/Toddler Learning and Development Foundations. Provider shall utilize and promote the use of evidence based assessment tools (i.e. Desired Results Developmental Profile (DRDP)) to support the developmental continuum of children from early infancy to kindergarten. Provider shall regularly participate in relevant professional development opportunities offered by Yuba Sutter Colusa Childcare Planning Council.

28. **INDEPENDENT PROVIDER.** Both parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

29. **PUBLIC RECORDS ACT.** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

30. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this

147

Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

31. TERMINATION.

- A. Commission may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the Provider. The Provider agrees to cease all work under this Agreement on or before the effective date of any notice of termination.
- B. Either party may terminate this Agreement for a material breach of this Agreement. The other party must notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice), the contract will terminate at the end of the fifteen day period.
- C. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the Provider pursuant to this Agreement. If the Commission's adopted budget does not appropriate sufficient funds for this Agreement, the Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider, in which event the Commission shall have no obligation to pay Provider any further funds or provide other consideration, and the Provider shall have no obligation to provide any further services under this Agreement.

32. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

[Remainder of page intentionally left blank.]

148

SCOPE OF WORK – EVALUATION PLAN (SOW-EP)

EXHIBIT A

Objective 1:	Increase knowledge of child development and approaches for positive parent-child interaction among underserved (e.g. Spanish speaking, low socio-economic) families or caregivers with children ages 0-5 target populations in Yuba County.
Goal Area:	Resilient Families
Desired Result:	Increase Developmental Playgroups
Primary Target:	School Readiness Families

	Activity Description	Assigned Staff	Performance Measure/Indicator & Data Source/Assessment Tool	Annual Service Targets (unduplicated)
ACTIVITY 1.1				
Developmental Playgroups	<p>Using evidence based curriculum (GGK core curriculum, Let's Read Together, Happy Healthy Me, Farm to Fork, etc.) provide activities that promote positive one-to-one interactions between the parent or caregiver and child by increasing quality time for bonding and learning that help young children develop socially, physically, emotionally & Intellectually. SR Specialist led sessions at least 2 days weekly for 3 hours at each of our 4 SR Sites.</p> <ul style="list-style-type: none"> Content areas include a focus on developmental milestones. Ages and Stages Screening and activities Social – emotional education and activities Physical: Nutritional, physical and oral health education and activities Intellectual: Literacy and pre-kindergarten education and activities. 	SR Specialist	<p>Increased understanding of child development and approaches for positive parent-child interaction</p> <p>ASR Parenting Program Pre Survey</p>	<p>At least 2 days weekly for 3 hours at each of the four SR sites, during the school year</p> <p>20 children and their families at each of the four SR sites</p>

SCOPE OF WORK – EVALUATION PLAN (SOW-EP)

EXHIBIT A

ACTIVITY 1.2				
Parent Workshops "Fortaleza en Familia" (Strength in Family)	Host and collaborate with the Child Development Behavioral Specialist, evidence-based parent education, with a focus on increasing parental understanding of children's developmental stages in the area of cognition, behavior, sensory integration, social skills, emotional IQ, and trauma response. 4 series workshops will emphasize positive discipline, and intervention strategies, that families can use to promote healthy development and reduces behavioral challenges and increase family satisfaction. Workshop will be facilitated in Spanish using the Positive Discipline and GGK curriculum.	Child Development Behavioral Specialist in collaboration with SR Specialists	Pre / Post Surveys Workshop Logs	
ACTIVITY 1.3				
Parent Workshops "Nuestra Educacion" (Our Education) Spanish Language series	Child Development Behavioral Specialist will create 12 Spanish language videos that focus on increasing parental understanding of children's developmental stages in the area of cognition, behavior, social skills, emotional IQ, and positive discipline. These videos will include intervention strategies, that families can use to promote healthy development, reduce behavioral challenges and increase family satisfaction. Some videos will be filmed on School Readiness sites. Curriculum will include GGK, The Incredible Years and work of Dr. Bruce Perry. Pre-recorded videos will be available for posting on First 5 Yuba website, Facebook page and other social media. The GGK and The Incredible Years curriculum will be utilized throughout the school year.	Child Development Behavioral Specialist in collaboration with SR Specialists	Increased understanding of child development and approaches for positive parent-child interaction Increased protective factors	20 families at each of the four SR sites

SCOPE OF WORK – EVALUATION PLAN (SOW-EP)

EXHIBIT A

ACTIVITY 1.4 Parent Workshops <div>152</div>	Provide three workshop series (10 parent workshops in total) to be held at each of our four SR sites. Making Every Dollar Count, Plan, Shop, Save and Cook, and Eat Fresh Mini workshop. Workshops .	Collaboration with UC Davis Cooperative Extension , CalFresh healthy Living Division and SR Specialists	Increased protective factors Pre / Post Surveys	3 workshop series at each of the four SR Sites. Making Every Dollar Count – Once a week for 5 weeks Plan, Shop, Save and Cook – Once a week for 4 weeks Eat Fresh Mini Course – One online self-paced session
ACTIVITY 1.5 Community Education Services Specific to community resources	Parent Meetings at each of the four SR Sites w/ presentations/education from community stakeholders. This may include, but is not limited to nutrition, mental health, water safety, health, special needs.	SR Specialists and Community Stakeholders	Increased Parent Education ASR Parent Program Pre-Survey Workshop Logs	Monthly meeting/presentation at each of the four SR sites Open to all families in the SR Elementary School catchment area

SCOPE OF WORK – EVALUATION PLAN (SOW-EP)

EXHIBIT A

Objective 2:	Increased understanding of child development and approaches for positive parent-child interactions
Goal Area:	Resilient Families
Desired Result:	Increase Home Visitation
Primary Target:	School Readiness Families

	Activity Description	Assigned Staff	Performance Measure/Indicator & Data Source/Assessment Tool	Annual Service Targets (unduplicated)
ACTIVITY 2.1				
Home Visitation 153	SR Specialists will provide comprehensive and skills-focused home visiting program to a minimum of five children and their families using the GGK curriculum. SR staff will target five children ages 0-3 and their families. GGK home visiting sessions will be held twice a month for each of the five students at each of the four SR sites. SR Staff will participate and attend the Bi-County Home Visiting Collaborative.	SR Specialists	Increased understanding of child development and approaches for positive parent-child interaction ASR Parenting Program Pre-Survey	Five children and their families at each of the four SR sites. GGK home visiting sessions will be held twice a month for each of the children/family participating.
ACTIVITY 2.2				
Home Visitation "Mamma Mia" Maternal Wellness Support Home Visitation Program	Individualized support for pregnant mothers who are experiencing maternal stress. Available in English or Spanish. Includes identification of needs and referrals for additional support. Curriculum is "Promoting Maternal Mental Health During Pregnancy" by Parent-Child Relationships. Platforms include planned face to face, home visitation with the option of meeting by phone or by using a video platform based on needs and conditions.	Child Development Specialist in collaboration with SR Specialist	Reduced perinatal mood and anxiety disorders Increased protective factors Increased screening/referral for social determinants (PMADS/ACE's) Workshop Logs FIF or Pre/Post Surveys	Up to 8 individualized support visits using the PMMMHDP curriculum 6 Pregnant mothers amongst the four SR sites

SCOPE OF WORK – EVALUATION PLAN (SOW-EP)

EXHIBIT A

Objective 3:	Increase access and annual health and developmental screenings among underserved (e.g., Spanish speaking, low socio-economic) families or caregivers by integrating a screening system/protocol within the SR program including training of staff to support families.
Goal Area:	Child Health and Development
Desired Result:	Increase health and developmental screenings, referral and care coordination
Primary Target:	School Readiness Families

	Activity Description	Assigned Staff	Performance Measure/Indicator & Data Source/Assessment Tool	Annual Service Targets (unduplicated)
ACTIVITY 3.1				
Developmental Screenings, Referrals and Care Coordination	SR Staff will be trained and support the integration of a screening system within the SR program. SR Staff will provide access to and support families to utilize the Ages and Stages Questionnaire (ASQ-3) and ASQ – SE by assisting SR families to complete the ASQ-3/ASQ – SE online so that they see their results immediately and be connected to the Help Me Grow system.	SR Specialists	Increase Developmental Screenings ASQ Developmental Screening Addendum	Yearly completion of ASQ-3 20 children at each of the four SR sites
ACTIVITY 3.2				
Health Screenings	SR Health Specialist will conduct a yearly Comprehensive Health Screening to assess the following measures for each child: medical home, dental home, insurance, immunizations, physicals, hearing, vision, language, development and oral health. SR Health Specialist will provide follow up and access to screenings and referrals as necessary.	SR Health Specialist	Increased Health Screenings ASQ Health Addendum	Yearly completion of Comprehensive Health Screening 20 children at each of the four SR sites

SCOPE OF WORK – EVALUATION PLAN (SOW-EP)

EXHIBIT A

ACTIVITY 3.3				
Parent Education, Awareness and Outreach	<p>SR Health Specialist will provide immunization and dental health, awareness and outreach to parents utilizing the Shots for School, California Vaccines for Children, Centers for Disease Control, etc.</p> <p>Parent education, outreach and information will be shared with families in their primary language through our social media sites, flyers, email, phone calls, etc.</p> <p>SR Health Specialist will coordinate with Yuba County Public Health and distribute/educate families using the Parent Tool Kit.</p> <p>SR Health Specialist will develop immunization “care plans” for children on an as needed bases.</p>	SR Health Specialist and SR Specialists	Increased Parent Education, Awareness and Outreach ASQ Health Addendum and Workshop Log	<p>Yearly parent education at time of enrollment in SR program.</p> <p>20 children at each of the four SR sites</p>
ACTIVITY 3.4				
Dental Home	<p>Collaborate with the First 5 Yuba Happy Toothmobile and host Varnish Clinics and Oral Health Presentations at each of the four SR sites.</p> <p>Distribute Smile Bags (oral health supplies) to all SR children on an as needed basis and make referrals to the Toothmobile as appropriate.</p>	SR Specialists, SR Health Specialist in collaboration with Mobile Dental Coordinator.	<p>Increased use of Dental Care Workshop Logs</p> <p>ASR Health Screening Addendum</p>	<p>Varnish Clinics and Oral Health Presentations at each of the four SR sites.</p> <p>20 children at each of the four SR sites</p>

SCOPE OF WORK – EVALUATION PLAN (SOW-EP)

EXHIBIT A

Objective 4:	Increase knowledge among School Readiness families and staff about the harmful effects of second and third hand smoke exposure and reduce second and third hand smoke exposure among children ages 0-5 and their families by establishing a tobacco screening identification referral system.
Goal Area:	Resilient Families
Desired Result:	Parent Education
Primary Target:	School Readiness Families

	Activity Description	Assigned Staff	Performance Measure/Indicator & Data Source/Assessment Tool	Annual Service Targets (unduplicated)
ACTIVITY 4.1				
Parent Workshops	Building Resilient Families Coordinator will train SR staff (4-8 sessions) on Tobacco Education. SR Staff will then facilitate training in Spanish to SR Families. Building Resilient Families Coordinator and SR Staff will develop a referral process to CA Smokers Hotline. SR Health Specialist will coordinate with Yuba County Public Health to disseminate Parent Resource Kits yearly that includes information related to tobacco education.	Collaborate w/ Building Resilient Families Grant Coordinator	Reduce Tobacco Use ASR Parent Program Pre/Post Knowledge Survey Establish policy/procedure for screenings and referrals.	Tobacco Education training sessions (4-8) 4 SR Staff Tobacco Education for SR Families 20 families each

Agency Name: Marysville Joint Unified School District

Project Title: School Readiness

Fiscal Lead Contact: Kathy Woods

Phone Number: 530-749-6162

Email: kwoods@mjusd.com

		FISCAL YEAR: 2021 - 2022				FISCAL YEAR: 2022 - 2023				FISCAL YEAR: 2023 - 2024			
		TOTAL PROGRAM COSTS	APPLICANT FUNDING	IN KIND / OTHER FUNDING	COST TO FIRST 5 YUBA	TOTAL PROGRAM COSTS	APPLICANT FUNDING	IN KIND / OTHER FUNDING	COST TO FIRST 5 YUBA	TOTAL PROGRAM COSTS	APPLICANT FUNDING	IN KIND / OTHER FUNDING	COST TO FIRST 5 YUBA
A. SALARIES & BENEFITS													
FTE	POSITION TITLE												
7.5	SR Specialist	\$27,956.55			\$27,956.55	\$30,104.07			\$30,104.07	\$31,007.19			\$31,007.19
7.5	SR Specialist	\$27,956.50			\$27,956.50	\$28,795.20			\$28,795.20	\$29,659.05			\$29,659.05
7.5	SR Specialist	\$26,354.95			\$26,354.95	\$27,117.40			\$27,117.40	\$27,902.72			\$27,902.72
8.75	Health Aide I	\$33,848.79	\$23,694.15		\$6,769.76	\$34,831.36	\$24,381.95		\$6,966.27	\$35,843.40	\$25,090.38		\$7,168.68
	TOTAL SALARIES	\$116,116.79	\$23,694.15	\$0.00	\$89,037.76	\$117,364.89	\$24,381.95	\$0.00	\$92,982.94	\$120,828.02	\$25,090.38	\$0.00	\$95,737.64
	TOTAL BENEFITS	\$75,250.21	\$12,085.49		\$63,164.72	\$76,660.09	\$12,290.45		\$64,369.64	\$77,722.34	\$12,501.56		\$65,220.78
	TOTAL SALARIES & BENEFITS	\$191,367.00	\$35,779.64	\$0.00	\$152,202.48	\$194,024.98	\$36,672.40	\$0.00	\$157,352.58	\$198,550.36	\$37,591.94	\$0.00	\$160,958.42
B. OPERATING EXPENSES													
	Office Expense	\$800.00			\$800.00	\$500.00			\$500.00	\$750.00			\$750.00
	Program Materials & Supplies	\$3,000.00			\$3,152.36	\$2,800.00			\$3,100.00	\$3,500.00			\$3,500.00
	Travel & Training	\$225.64			\$225.64	\$171.78			\$171.78	\$209.24			\$209.24
	Other (Specify)	\$0.00				\$0.00				\$0.00			
		\$0.00				\$0.00				\$0.00			
		\$0.00				\$0.00				\$0.00			
	TOTAL OPERATING EXPENSE	\$4,025.64	\$0.00	\$0.00	\$4,178.00	\$3,471.78	\$0.00	\$0.00	\$3,771.78	\$4,459.24	\$0.00	\$0.00	\$4,459.24
C. SUBCONTRACTS													
	SUBCONTRACTS - AGENCY NAME												
		\$0.00				\$0.00				\$0.00			
		\$0.00				\$0.00				\$0.00			
	TOTAL SUBCONTRACTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL DIRECT PROGRAM COSTS	\$195,392.64	\$35,779.64	\$0.00	\$156,380.48	\$197,496.76	\$36,672.40	\$0.00	\$161,124.36	\$203,009.60	\$37,591.94	\$0.00	\$165,417.66
D. INDIRECT COST (%)													
6.11	% of Grant	\$10,387.00			\$10,387.00	\$10,692.50			\$10,692.50	\$10,998.00			\$10,998.00
	TOTAL INDIRECT EXPENSES	\$10,387.00			\$10,387.00	\$10,692.50			\$10,692.50	\$10,998.00			\$10,998.00
	TOTAL PROGRAM BUDGET	\$205,779.64			\$166,767.48	\$208,189.26			\$171,816.86	\$214,007.60			\$176,415.66

157

3-Year Total \$515,000.00

Budget Narrative

EXHIBIT C

Agency Name: Marysville Joint Unified School District

Project Title: School Readiness Program

Project Period: July 2021 – June 2024

Budget Section	FY 2021 – 2022	FY 2022 – 2023	FY 2023 - 2024	3-Year Total
A. Salaries & Benefits	\$152,202.48	\$157,352.58	\$160,958.42	\$470,513.48
B. Operating Expenses	\$4,178.00	\$3,771.78	\$4,459.24	\$12,409.02
C. Subcontracts	\$0	\$0	\$0	\$0.00
D. Indirect Expenses @ 6.11%	\$10,387.00	\$10,692.50	\$10,998.00	\$32,077.50
Total Budget	\$166,767.48	\$171,816.86	\$176,415.66	\$515,000.00
A. Salaries & Benefits	FY 2021 – 2022	FY 2022 – 2023	FY 2023 - 2024	3-Year Total
Title: School Readiness Outreach Specialist Duties Description: The School Readiness Specialist is primarily responsible for providing parent-child early learning services for parents specific to community resources targeting children ages zero through five. Their responsibilities include, but are not limited to, facilitating parent & child activities that promote social, emotional, physical & cognitive growth & development, facilitate monthly parent meetings that highlight community education and parent resources; provide ongoing parent education activities, including instructing parents on their children's developmental ages and stages, physical, social & emotional development; promote early literacy, facilitate the ASQ-3 developmental screening on children, work as a liaison on behalf of children ages 0-5 and their families to develop and coordinate access to community resources. Salary Calculation: 3 positions @ .75 FTE for a total of 2.25 FTE 21/22 FY \$3,656.35 per mo. x 10 mos. x 2.25 total FTE = \$82,268 COLA each year following	\$82,268.00	\$86,016.67	\$88,568.96	\$256,853.63

158

Budget Narrative

EXHIBIT C

Title: Health Aide I Duties Description: The Health Aide I performs specialized health care procedures for designated students in classrooms and other school areas; assist teachers, or other employees in providing curriculum instruction to students, while supporting the health services teach to meet requirements associated with medical needs of students. Responsibilities include Comprehensive Health Screenings of all children and assisting with the ASQ-3 developmental screening. Duties within this classification include but are not limited to, classroom instruction and health care; assist the employees in providing curriculum instruction; dispenses prescribed medication, immunizations and records medication and treatment given. 21/22 FY Salary Calculation: 1 position @ .875 FTE \$7,737 per mo. x 10 mos. x 0.875 FTE = \$6,769.76 Merit increase in following years	\$6,769.76	\$6,966.27	\$7,168.68	\$20,904.71
Benefits	FY 2021 – 2022FY	FY 2022 – 2023	FY 2023 - 2024	Total Budget
At approximately 39%of Total Personnel Costs, Fringe Benefits includes the following: Federal Insurance Contributions Act (FICA), Medicare, State Disability insurance premium, worker's compensation insurance premium; employer cost share for health insurance premiums, dental insurance and vision insurance premiums, retirement, and long term disability insurance premiums.	\$63,164.72	\$64,369.64	\$65,220.78	\$192,755.14
Total Salaries & Benefits	\$152,202.48	\$157,352.58	\$160,958.42	\$470,513.48
B. Operating Expenses	FY 2021 – 2022	FY 2022 – 2023	FY 2023 - 2024	Total Budget
Title: Office Expense Description: General office supplies include but are not limited to items to support the program activities such as pens, pencils, paper, paperclips, computer tablets, cell phones, tape and glue. <u>FY 21/22</u> \$80 per mo. X 10 mos.= 800 <u>FY 22/23</u> \$50 per mo. X 10 mos. = 500 <u>FY 23/24</u> \$75 per mo. X 10 mos. = \$750	\$800.00 159	\$500.00	\$750.00	\$2,050.00

Budget Narrative

EXHIBIT C

Title: Program Materials and Supplies Description: Includes materials such as books craft supplies, developmentally and age appropriate toys to support outreach and engagement with children 0-5 and their families. Ranging from \$315 to \$350 per mo. x 10 mos./year x 3 years = \$9752.36 for life of contract	\$3,152.36	\$3,100.00	\$3,500.00	\$9,752.36
Title: Travel & Training Description: Cost of project related travel within the county, region and state for staff participation in meetings, trainings, seminars, informational presentations, community outreach events, etc. that support approved scope of work activities such as costs to cover mileage and incidental costs of training. IRS Rate in 2021 = \$0.56/mile Approx.. 360 miles per year x 0.56 per mile x 3 years = 606.66	\$225.64	\$171.78	\$209.24	\$606.66
Total Operating Expenses:	\$4,178.00	\$3,771.78	\$4,459.24	\$12,409.02
C. Subcontracts	FY 2021 – 2022FY	FY 2022 – 2023	FY 2023 - 2024	Total Budget
Title:	\$0	\$0	\$0	\$0
Description:				
Total Subcontracts:	\$0	\$0	\$0	\$0
Total Direct Program Cost:	\$156,380.48	\$161,124.36	\$165,417.66	\$482,922.50
D. Indirect Expenses	FY 2021 – 2022FY	FY 2022 – 2023	FY 2023 - 2024	Total Budget
At approximately 6.11% grant. Benefits, Indirect Expenses includes the following: administrative support costs, personnel department cost share, accounting and payroll services, auditing expenses, and liability insurance.	\$10,387.00	\$10,692.50	\$10,998.00	\$32,077.50
Total Indirect:	\$10,387.00	\$10,692.50	\$10,998.00	\$32,077.50
Total Program Budget	\$166,767.48	\$171,816.86	\$176,415.66	\$515,000.00

160



Consultant Agreement

Loving Guidance, LLC - P.O. Box 622407 - Oviedo, FL 32762-2407 - Contract 5444

This agreement dated 7/20/2021, is made by and between Loving Guidance, LLC (herein after referred to as CONSULTANT) and by the party named below as Hiring Party (herein referred to as HIRING PARTY). The CONSULTANT hereby agrees to perform the following services satisfactorily:

Our virtual sessions are a special offering in support of COVID-19 restrictions. It is a limited time offering and subject to change. These offerings are exclusively available to pre-existing Conscious Discipline clients. Session time and audience limits apply. Video content is licensed for exclusive client use and may not be shared or distributed. Internet and video conferencing platform access is required for all virtual offerings. Audio and video recordings of virtual sessions are prohibited.

HIRING PARTY

Marysville Joint Unified School District
Kathy Woods
1919 B Street
Marysville, CA 95901
P: (530) 749-6162
F: NA
C: (530) 301-4166
E: kwoods@mjuds.com

Billing Information (if different):

Marysville Joint Unified School District
Kathy Woods
1919 B Street
Marysville, CA 95901
kwoods@mjuds.com
jhunt@mjuds.com
(530) 749-6162

EVENT INFORMATION

8/9/2021	Jenny Barkac, Certified Instructor	1 Day Ignite and Excite
9/16/2021 - 9/17/2021	Jenny Barkac, Certified Instructor	2 Day On Site Coaching
9/16/2021 - 9/17/2021	Jenny Smith, Certified Instructor	2 Day On Site Coaching
10/18/2021	Jenny Barkac, Certified Instructor	1 Hour Virtual Facilitation
11/2/2021	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
11/2/2021	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
11/4/2021	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
11/4/2021	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
11/9/2021	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
11/9/2021	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
11/15/2021	Jenny Barkac, Certified Instructor	1 Hour Virtual Structure Training
11/30/2021	Jenny Barkac, Certified Instructor	1 Hour Virtual Facilitation
12/2/2021	Jenny Barkac, Certified Instructor	1 Hour Virtual Facilitation
1/6/2022	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
1/6/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
1/11/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Structure Training
1/13/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
1/13/2022	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
1/19/2022	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
1/19/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
1/24/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Facilitation
2/24/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Facilitation
3/1/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
3/1/2022	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
3/10/2022	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
3/10/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
3/14/2022 - 3/15/2022	Jenny Smith, Certified Instructor	2 Day On Site Coaching
3/14/2022 - 3/15/2022	Jenny Barkac, Certified Instructor	2 Day On Site Coaching
3/23/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Structure Training
3/24/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
3/24/2022	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
4/19/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Facilitation
5/3/2022	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
5/3/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
5/5/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching
5/5/2022	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
5/10/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Structure Training
5/17/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Facilitation
5/24/2022	Jenny Smith, Certified Instructor	1 Hour Virtual Coaching
5/24/2022	Jenny Barkac, Certified Instructor	1 Hour Virtual Coaching

161

SPEAKING FEE AND EXPENSES

Speaking Fee: \$35,060 - For a combination of virtual and onsite Trainings, Coachings, and Facilitations.

Payment for services should be to Loving Guidance, LLC (Fed ID #59-3386731). HIRING PARTY will be invoiced for speaking fees and travel expenses upon signing. Payment is due 30 days after service is completed.

Loving Guidance reserves the right to substitute speaker(s) for this event.

Flat rate fee includes expenses. If signed contract is not received at least 30 days prior to the event, an additional fee of \$550 is added to cover additional car/hotel/airfare costs.

EQUIPMENT AND ROOM SET-UP SPECIFICATIONS

The HIRING PARTY will provide the following AV equipment and furnishings at each speaking site for the CONSULTANT:

- Mobile wireless hands free microphone (wireless Lavalier microphone preferred, no hand-held microphones)
- Screen or a white wall visually accessible to the entire audience
- LCD Projector
- Public address system with ability to hook laptop and LCD projector into sound system with necessary power cords
- Small Table to hold all AV equipment
- No podium
- Two (2) tables at least 4ft x 6ft on stage
- Water for the presenter

*Please email Professional Development at professionaldevelopment@consciousdiscipline.com if you have any questions regarding this equipment.

TRAVEL INFORMATION

CONSULTANT will obtain all travel arrangements to include air, hotel and car rental, if necessary; however, no purchase will occur until such time as this contract is signed by both parties.

EVENT DETAILS

CONSULTANT will supply a handout for the workshop. The HIRING PARTY is responsible for the duplication of handouts for attendees.

Speaking site: Marysville High School

Site address: 1919 B Street

City, State, Zip: Marysville, CA 95901

Age group of children: Pre-K/K

Number of attendees: 100 - split into two sessions

Both the HIRING PARTY and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this contract.

COPYRIGHT

All content used during contracted sessions, including, but not limited to, handouts, graphics, images, photographs, audio clips, and video clips, all improvements or modifications thereof, all derivative works based thereon, and any collection, arrangement, and assembly are owned by LOVING GUIDANCE, LLC or its content suppliers and is protected by United States and international copyright laws.

The HIRING PARTY recognizes and acknowledges that making or creating audio and video recordings are prohibited. The HIRING PARTY also recognizes and acknowledges any unauthorized use, copying, or reproduction, including any and all dissemination, of content is strictly prohibited. Presentation material used by CONSULTANT, including, but not limited to, the handout, is Intellectual Property owned by LOVING GUIDANCE, LLC.

TRADEMARK

Numerous marks, such as, but not limited to, LOVING GUIDANCE and CONSCIOUS DISCIPLINE are common law trademarks, registered trademarks or trade dress owned by LOVING GUIDANCE, LLC in the U.S. and/or other countries. LOVING GUIDANCE's trademarks and trade dress may not be used in connection with any product or service that is not owned or authorized by LOVING GUIDANCE, LLC, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits LOVING GUIDANCE, LLC.

CANCELLATION POLICY

If cancellation is necessary for any reason, CONSULTANT must be notified in writing via certified mail 45 days prior to the event date(s) agreed to within this contract. Cancellation after that time is subject to required payment of speaking fees and any purchased non-refundable travel arrangements.

Acts of God, war, government, regulation, riots, disaster, strikes, and acts of terrorism, which make performance impossible will not be penalized. Should cancellation be the direct responsibility of the CONSULTANT or its associates, another member of the CONSULTANT team will be substituted for your presentation needs.

Any on-site contracted event(s) will be put on hold if affected by COVID-19 restrictions. The HIRING PARTY must reschedule the event(s) within one year from the date the hold was placed. After this time, the HIRING PARTY is responsible for change and/or cancellation fees. It is the responsibility of the HIRING PARTY to notify the CONSULTANT 45 days prior of any new contracted date(s) to ensure availability.

To insure scheduling on the requested date, this contract must be signed and returned within 30 days of the agreement date.

In witness to their understanding and agreement to these terms and conditions, the parties hereby affix their signatures below. This agreement will remain tentative and non-binding until the contract is endorsed by the CONSULTANT and HIRING PARTY, and both parties are in receipt of the ratified contract.

DocuSigned by:

Nicholas Persaud

7/8/2021

Nicholas Persaud, Director of Contracts & IT
Conscious Discipline

Date

Authorized Signature, Hiring Party

Date

Print Name & Title

SIGN AND RETURN COMPLETED COPY TO: Loving Guidance, LLC
ashley.ragoobir@consciousdiscipline.com



SCL# 452266
(t):(530) 533-6393
(f):(530) 533-0287
6810 Lincoln Blvd
Oroville CA 95966

Project: LINDA ES FOAM ROOF (North Wings)	Request Date: 22-Jun-21	Request Number: One(1)
Location: Linda Elementary School		
Owner: Marysville Joint Unified School District	Contract Date: 02/28/21	

Note: This executed change order becomes part of the existing Construction Agreement.

We Hereby agree to the change(s) or additional work specified below:

[illegible]

Total Change in Time and Amount :	2.5	\$ 16,421.00
--	------------	---------------------

Payment Schedule:

Per Contract

I agree to make the above change(s) in contract time for completion and/or contract amount;


Dan DeLany

Project Amin
Title

22-Jun-21
Date

The above prices and specifications of the Change Order are hereby accepted. All work to be performed under the same terms and conditions as specified in the original Agreement unless otherwise specified.

Architect (Signature)

n/a
(Please print or type name here)

2/1
Date

Penney Lausong
Owners (Signature)

Penny Lausen, Asst. Supt.
(Please print or type name here) of

7-9-21
Date

Business Services

163

Business Services Department

Approval : Y2

Date: 7/9/21

Marysville Joint Unified School District

Nutrition Services

Price Quote for Delivery of Fresh Produce to 14 Sites

RFP #22-1013: August 1, 2021 through July 31, 2022

General Produce Company							Gold Star Foods		
No.	Item	Pack	Estimated Yearly Case Usage	Price / Case	Comments	Total	Price / Case	Comments	Total
1	Apple, Size 138ct, Fuji Fancy	40 lb.	50	\$ 25.00		\$ 1,250.00	\$ 24.00		\$ 1,200.00
2	Apple, Size 138ct, Gala Fancy	40 lb.	50	\$ 25.00		\$ 1,250.00	\$ 24.00		\$ 1,200.00
3	Apple, Size 138ct, Green Fancy	40 lb.	75	\$ 25.00		\$ 1,875.00	\$ 24.00		\$ 1,800.00
4	Apple, Size 198ct, Fuji Fancy	40 lb.	150	\$ 25.00		\$ 3,750.00	\$ 22.50		\$ 3,375.00
5	Apple, Size 198ct, Gala Fancy	40 lb.	475	\$ 25.00		\$ 11,875.00	\$ 22.50		\$ 10,687.50
6	Apple, Size 198ct, Green Fancy	40 lb.	150	\$ 25.00		\$ 3,750.00	\$ 22.50		\$ 3,375.00
7	Apple, Sliced, I.W. red	100/2oz	1404	\$ 48.50	Commodity Process w/ Peterson Farms Code 203102	\$ 68,094.00	\$ 16.70	Commodity Process w/ Peterson Farms Code 203102	\$ 23,446.80
8	Banana, Petite	150 count	1100	\$ 25.00		\$ 27,500.00	\$ 20.40		\$ 22,440.00
9	Broccoli Florets, precut IW 1/2c portion	50/2oz	400	\$ 21.00	50/1.1oz	\$ 8,400.00	\$ 19.50		\$ 7,800.00
10	Broccoli Florets, precut	3 lb. pack	2000	\$ 7.25		\$ 14,500.00	\$ 4.75		\$ 9,500.00
11	Cabbage, shred, coleslaw mix	5 lb. bag	500	\$ 5.50		\$ 2,750.00	\$ 3.75		\$ 1,875.00
12	Cantaloupe, whole	case	25	\$ 23.00		\$ 575.00	\$ 21.00		\$ 525.00
13	Carrots, Diced 3/8 IN	5 lb. bag	75	\$ 10.00		\$ 750.00	\$ 5.88		\$ 441.00
14	Carrots, Stick, precut 3-4" TAMS	5 lb. bag	30	\$ 10.00		\$ 300.00	\$ 6.41		\$ 192.30
15	Carrots, shredded	5 lb. bag	225	\$ 7.00		\$ 1,575.00	\$ 4.27		\$ 960.75
16	Carrots, mini, snack pak	100/2.6 oz	1000	\$ 24.00		\$ 24,000.00	\$ 19.58		\$ 19,580.00
17	Carrots, mini, snack pak	200/1.6 oz	75	\$ 24.00		\$ 1,800.00	\$ 32.88		\$ 2,466.00
18	Cauliflower, florette	3 lb. bag	25	\$ 12.25		\$ 306.25	\$ 6.87		\$ 171.75
19	Celery Sticks, precut IW 1/2c portion	50/2oz	1750	\$ 33.50	100/2.28oz	\$ 29,312.50	\$ 18.50		\$ 32,375.00
20	Celery Sticks, precut 4" TAMS	5 lb. bag	25	\$ 11.75		\$ 293.75	\$ 5.86		\$ 146.50
21	Celery Sticks, diced 1/4"	5 lb. bag	100	\$ 11.50		\$ 1,150.00	\$ 5.86		\$ 586.00
22	Cilantro	bunch	100	\$ 2.25	3ea bunches	\$ 75.00	\$ 0.90		\$ 90.00
23	Cucumbers, whole	3 ct	220	\$ 6.00	6ct	\$ 660.00	\$ 3.00		\$ 660.00
24	Cucumbers, whole	36ct/25 lb.	750	\$ 18.00		\$ 13,500.00	\$ 19.47		\$ 14,602.50
25	Grapes Lunch Bunch	21#	500	\$ 30.00		\$ 15,000.00	\$ 23.85		\$ 11,925.00
26	Grapes, pouch IW	100/2.7oz	100	\$ 42.00		\$ 4,200.00	\$ 28.50		\$ 2,850.00
27	Honeydew, whole	case	25	\$ 18.50		\$ 462.50	\$ 18.00		\$ 450.00
28	Jicama, pre-cut sticks TAMS	5 lb bag	1500	\$ 12.00		\$ 18,000.00	\$ 10.00		\$ 15,000.00
29	Kale chopped	5#	25	\$ 20.00		\$ 500.00	\$ 12.00		\$ 300.00
30	Kiwifruit 110ct	V.F. Bulk	45	\$ 33.00		\$ 1,485.00	\$ 30.00		\$ 1,350.00
31	Lemon	7 ct	10	\$ 10.00	5lb bag	\$ 100.00	\$ 2.24		\$ 22.40
32	Lettuce, Icebureg, shredded	4/5 lb cs	100	\$ 16.50		\$ 1,650.00	\$ 15.00		\$ 1,500.00
33	Lettuce, Iceburg, shredded	5 lb bag	500	\$ 6.00		\$ 3,000.00	\$ 3.75		\$ 1,875.00

104

General Produce Company										Gold Star Foods	
No.	Item	Pack	Estimated Yearly Case Usage	Price / Case	Comments	Total	Price / Case	Comments	Total		
34	Lettuce, Romaine chopped	6/2 lb cs	175	\$ 19.25		\$ 3,368.75	\$ 14.52		\$ 2,541.00		
35	Lettuce, Romaine chopped	2 lb bag	500	\$ 5.00		\$ 2,500.00	\$ 2.42		\$ 1,210.00		
36	Lettuce, Spring Mix	3 lb bag	100	\$ 9.00		\$ 900.00	\$ 9.00		\$ 900.00		
37	Limes	2 lb		\$ 6.00	5lb bag	\$ -	\$ 3.20		\$ -		
38						\$ -			\$ -		
39	Mandarin, satsuma	25 lb	50	\$ 29.50		\$ 1,475.00	\$ 22.95		\$ 1,147.50		
40	Mushroom, white sliced	pound	100	\$ 21.00	10lb cs	\$ 2,100.00	\$ 4.65		\$ 465.00		
41	Nectarine, size 64-72	25 lb	100	\$ 30.00		\$ 3,000.00	\$ 19.80		\$ 1,980.00		
42	Onions, yellow	6ct	10	\$ 3.25	5lb bag	\$ 32.50	\$ 3.75		\$ 37.50		
43	Onions, yellow diced 1/4"	5 lb bag	60	\$ 10.00		\$ 600.00	\$ 5.75		\$ 345.00		
44	Onions, yellow diced 3/8"	5 lb bag	80	\$ 10.00		\$ 800.00	\$ 5.75		\$ 460.00		
45	Onions, red	6ct	20	\$ 6.00	5lb bag	\$ 120.00	\$ 4.47		\$ 89.40		
46	Onions, red sliced 1/4"	5 lb bag	30	\$ 11.00		\$ 330.00	\$ 7.26		\$ 217.80		
47	Onions, red sliced 1/8"	5 lb bag	30	\$ 11.00		\$ 330.00	\$ 7.26		\$ 217.80		
48	Onions, green	bunch	50	\$ 1.50	3ea bunches	\$ 75.00	\$ 0.94		\$ 47.00		
49	Oranges, size 138, Choice	40 lb. case	900	\$ 28.50		\$ 25,650.00	\$ 19.00		\$ 17,100.00		
50	Peach, size 64-72	case	75	\$ 20.00		\$ 1,500.00	\$ 19.80		\$ 1,485.00		
51	Pears, Red, 120-135ct	40 lb. case	90	\$ 36.00		\$ 3,240.00	\$ 23.00		\$ 2,070.00		
52	Pears, Bartlett, 120-135 ct	40 lb. case	90	\$ 36.00		\$ 3,240.00	\$ 24.00		\$ 2,160.00		
53	Peppers Chili Jalepeno	lb	5	\$ 2.25		\$ 11.25	\$ 1.10		\$ 5.50		
54	Pepper, Green Bell	6 ct	60	\$ 7.00	5lb bag	\$ 420.00	\$ 3.01		\$ 180.60		
55	Pepper, Green Diced 1/2"	5 lb	60	\$ 20.00		\$ 1,200.00	\$ 9.75		\$ 585.00		
56	Pepper, Red Bell	6 ct	100	\$ 8.50	5lb bag	\$ 850.00	\$ 3.53		\$ 353.00		
57	Pepper, Yellow Bell	6 ct	80	\$ 6.00	2lb	\$ 480.00	\$ 3.53		\$ 282.40		
58	Pineapple, fresh, 7 count	single layer	25	\$ 19.00		\$ 475.00	\$ 19.28		\$ 482.00		
59	Plums, Red/Black size 40-45	case	90	\$ 38.50		\$ 3,465.00	\$ 22.70		\$ 2,043.00		
60	Potato, Russet 100ct	100ct	10	\$ 3.50	5lb bag	\$ 350.00	\$ 24.00		\$ 240.00		
61	Radishes sliced	5#	15	\$ 21.50		\$ 322.50	\$ 15.25		\$ 228.75		
62	Spinach, cleaned, cello pack	2.5 lb. bag	500	\$ 5.25		\$ 2,625.00	\$ 4.13		\$ 2,065.00		
63	Spinach, cleaned, cello pack	4/2.5 lb. bag	200	\$ 18.00		\$ 3,600.00	\$ 16.52		\$ 3,304.00		
64	Squash, yellow	lb	100	\$ 5.00	5lb	\$ 500.00	\$ 1.34		\$ 134.00		
65	Squash, spaghetti	lb	15	\$ 3.25	each	\$ 48.75	\$ 4.49		\$ 67.35		
66	Squash, zucchini	lb	100	\$ 5.25	6ea	\$ 525.00	\$ 1.34		\$ 134.00		
67	Strawberries, flat	8/1#	25	\$ 20.50		\$ 512.50	\$ 15.00		\$ 375.00		
68	Tangerines	case	75	\$ 34.00	10/3lb	\$ 2,550.00	\$ 26.95		\$ 2,021.25		
69	Tomatoes, 5X6	22lb	250	\$ 20.00		\$ 5,000.00	\$ 21.20		\$ 5,300.00		
70	Tomatoes, Grape	10lb	35	\$ 17.00		\$ 595.00	\$ 15.40		\$ 539.00		
71	Watermelon, whole medium 3-4ct	35 lb	25	\$ 19.00		\$ 475.00	\$ 32.50		\$ 812.50		
						\$ 336,955.25	\$ 246,393.85				

165

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP) **FRESH PRODUCE** **RFP #22-1013**

This is a formal request for proposal on **FRESH PRODUCE** (RFP# 22-1013) for the Marysville Joint Unified School District (MJUSD) for the 2021-2022 school year. A RFP packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed RFP packet shall be delivered or mailed to the attention of: **Brian Horn – Purchasing Department, Room 215, 1919 B Street, Marysville, CA 95901** on or before **Friday, July 2, 2021 at 1:15 p.m.** It is the responsibility of the vendor to ensure that the RFP is submitted on time and to the authorized agent. The proposals will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the RFP. Any packets received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the RFP and/or documents will only be accepted if submitted in writing. Questions can be submitted to Amber Watson by email: awatson@mjUSD.com. **All questions shall be submitted by email before 9:00am on June 25, 2021.**

Original signatures are required on the submitted proposal. The company representative authorized to sign the proposal with accompanying contract obligations and bind the company to all contractual obligations must sign in **blue ink**. The same person who signs the submitted proposal for the vendor must initial corrections made of entries on the RFP forms in blue ink. An authorized officer shall sign the submitted proposal under the correct firm name.

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The regulation defines domestic commodity or product as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that was grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Two situations which may warrant a waiver to permit purchases of foreign food products are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the nondomestic product.

This includes foods that are sold to students as a la carte food items.

Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2021 through July 31, 2022. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The service period is from **August 1, 2021 through July 31, 2022**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- c. A response to any specific item of this bid with terms such as “negotiable,” “will negotiate,” or similar, will be deemed non-responsive to that specific item.

3. Product Specification

The vendor shall indicate the price for the portion size and pack quantity stated on the worksheet. If the vendor chooses to price an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District’s decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after RFP opening.

4. Deliveries

- a. Deliveries shall be made to a specified location at the school (kitchen or district warehouse) in the MJUSD herein listed in #5 and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.

167

- b. A minimum of one delivery each week shall be made to each location between the hours of 5:30am and 10:00am on Monday; with the exception of the District Warehouse which delivery must be made by 7:00am on Monday. Additional delivery day may be necessary mid-week (day of the week is to be determined upon award) for select sites during peak operational times. When a holiday falls on a Monday, delivery must be made on Tuesday by 10:00am (Friday 7:00am for District Warehouse).
- c. Delivery to the District Warehouse will be for three (3) separate school orders with small order quantities. These schools are located in the rural foothills of Yuba County. Deliveries must be made by 7:00am to meet MJUSD delivery timeframes to get loading on truck. Orders must be itemized on separate invoices/bill of lading.
- d. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- e. All fresh produce shall be delivered in refrigerated trucks maintaining whole uncut goods at 45 degrees Fahrenheit or lower and maintaining cut/processed goods at 41 degrees Fahrenheit or lower.
- f. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- g. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery

Arboga Elementary	1686 Broadway	Olivehurst 95961
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Covillaud Elementary	628 F Street	Marysville 95901
District Warehouse	1919 B Street	Marysville 95901
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

6. No Minimum/Maximum Quantities, Order Charges, or Limitations upon Number of Orders

The District anticipates term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for orders. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

168

7. **Acknowledgement of Delivery Criteria**

The bidding vendor acknowledges and agrees to meet the delivery specifications described in Sections #4 and #5 of RFP Requirements. If vendor cannot meet the delivery criteria specified, please include delivery proposal as a separate document. In addition, a sample routing schedule with delivery times shall be submitted with the proposal.

Signature _____ Yes ☒ No ☐

If no, delivery proposal is attached? Yes ☐ No ☐

BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:
 - Up to 35 points based on price
 - Up to 25 points based on references
 - Up to 25 points based on service and delivery
 - Up to 15 points based on quality/grade
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. **Samples**

Party may be required to submit samples of the RFP items upon request by the Nutrition Services Director. Samples are to be furnished without cost to the school district.

2. **Sanitary and Quality Control Requirements**

- a. All fresh produce to be furnished shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. **All products shall have a readable code date.**
- d. All products shall be free of off flavors or any other possible contamination.
- e. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- f. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

3. **Billing**

- a. The vendor shall provide an invoice at time of delivery at each location. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
- b. The vendor shall provide a statement at the end of the month to Marysville Joint Unified School District, Attn: Nutrition Services, 1919 B Street, Marysville, CA 95901.
- c. The MJUSD requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the MJUSD Nutrition Services Director shall conduct the audit.

4. **Payment**

Payment will be net 30 days. Any discounts, which the vendor desires to provide MJUSD, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of 0 % 30 days.

5. **Addenda or Bulletins**

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents. Any addendums to this RFP will be posted on at www.mjUSD.com/bid and is the responsibility of the vendor to check website for addendums.

6. **Execution of Contract**

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFP instructions and conditions shall constitute the contract documents (see Section #14 below).

7. **Default by Bidder**

The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section #16 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

8. **Modification of Contract**

This contract may be supplemented, amended, or modified only by the mutual written agreement of both parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

9. **Hold Harmless Clause**

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them

for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. Force Majeure Clause

Both the vendor and the District shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Yuba County.

13. Permits and Licenses

The successful vendor and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

14. Contract Documents

The vendor and the District agree that the Notice to Vendor/s, the Bid Instructions and Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

15. Cancellation Notice by Supplier

The MJUSD requires a 30-day advance notice of cancellation of this contractual agreement by the supplier.

16. Cancellation Notice by Marysville Joint Unified School District

MJUSD shall give a 30-day advance notice of cancellation, should any of the following problems occur that would require MJUSD to seek a new supplier: problems with product quality or delivery service, problems with pricing, problems with supply/demand, problems meeting product specifications, problems with cost plus pricing audits.

17. Special Requirements

- **Manufacture Product Specification**
- **Current Nutrition Fact Label for Product with Ingredients Listed**
 - a. Attached to this bid is a listing of the fresh produce items ordered by MJUSD Schools.
 - b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

18. Piggyback Clause

For the term of the contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

Signature _____ Yes ☒ No ☐
Max number of agencies (if applicable): N/A
Up to _____ miles from MJUSD

19. Bid Extension

In accordance with Section 17596 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within a twenty four-hour time frame.
- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Friday, July 2, 2021 at 1:15 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

22. Required Documents: Each bidder must return with their proposal a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Friday, July 2, 2021 at 1:15 p.m.

COMPANY NAME: Gold Star Foods

ADDRESS: 3781 E. Airport Drive

PHONE #: 909 843-9600

FAX #: 909 843-9618

AUTHORIZED AGENT NAME: John Cho

AUTHORIZED AGENT SIGNATURE: _____

EMAIL: Johncho@goldstarfoods.com

DATE: July 2, 2021

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP)

TRADE REFERENCES

BID # 22-1013

1. Company Pittsburg Unified School District Tel: 925-473-2326 Fax: _____
Contact Name Angelia Nava Email: anava@pittsburg.k12.ca.us
Address 3200 Loveridge Road City: Pittsburg State/Zip: CA, 94565

2. Company Lodi Unified School District Tel: 209-331-7156 Fax: _____
Contact Name Nancy Rostomily Email: nrostomily@lodiUSD.net
Address 1305 East Vine Street City: Lodi State/Zip: CA, 95240

3. Company Marysville Joint Unified School District Tel: 530-749-6178 Fax: _____
Contact Name Amber Watson Email: awatson@mjud.k12.ca.us
Address 1919 B Street City: Marysville State/Zip: CA, 95901

COMPANY NAME: Gold Star Foods

ADDRESS: 3781 E. Airport Drive

PHONE #: 909-843-9600 FAX #: 909-843-9618

AUTHORIZED AGENT NAME: John Cho

AUTHORIZED AGENT SIGNATURE: _____

EMAIL: Johncho@goldstarfoods.com DATE: July 2, 2021

173

RFP Reference Questions - Produce

Vendor: Gold Star Foods

Completed by: Amber Watson

Reference call to: Marcia Rafael

School District: Pittsburg USD

Phone: 925-473-2326

1. What was the length this vendor has serviced your program?

5 years

2. What is the frequency of deliveries? How many delivery locations?

12 sites - 1/week

3. Please rate the quality of produce delivered. 10 is high; 1 is low. Explain reasoning.

1 2 3 4 5 6 7 8 9 10

always good
banana is the biggest issue

4. Has produce delivered by this company required refusal or exchange due to poor quality? If so, how often in an average month?

happens sometimes - usually when seasons change
always get credit

5. What program are you operating with this produce? NSLP, SBP, FFVP, CACFP, other?

6. How user friendly is the ordering process? Is it online, by phone, email, etc?

~~not~~ online sites order directly

7. Do you receive advance notification of a product shortage or substitution?

yes. email when unavailable

delivered following days

8. How helpful is the customer service department?

very helpful / friendly

9. Would you recommend this company to other school districts?

Yes.

10. Does this company provide any additional services to your school district? (i.e. nutrition education, staff training, etc) If yes, how well received is this service?

11. Any additional comments?

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
Gold Star Foods		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mr.	* First Name: John	Middle Name: N/A
* Last Name: Cho	Suffix:	
* Title: V.P. of Merchandising & Contracts		
* SIGNATURE:	* DATE: July 2, 2021	

175

Gold Star Foods

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gold Star Foods

Organization Name

PR/Award Number or Project Name

John Cho, V.P. of Merchandising & Contracts

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

July 2, 2021

Date

Form AD-1048 (1/92)

176

Gold Star Foods

NONCOLLUSION AFFIDAVIT

**TO BE EXECUTED
BY THE BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA)

County of SAN BERNARDINO

JOHN CHO, after first being by me duly sworn,
declares that:

He or she is VP-MERCHANDISING & CONTRACTS of Gold Star Foods

_____ the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

Subscribed and sworn before me by _____

this _____ day of _____, 20____

(SEAL)

See Attached

NOTARY PUBLIC

(Pub. Contract Code 7106)

177

06/02

Gold Star Foods^{dx}

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

On JUNE 30, 2021 before me, Sang Kim, Notary Public
(insert name and title of the officer)

personally appeared SOHN CHO,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] Gold Star Foods certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 Federal 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 undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] Gold Star Foods, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

John Cho, V.P. of Merchandising & Contracts
Name and Title of Contractor's Authorized Official

July 2, 2021
Date

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
<div style="font-size: 2em; transform: rotate(-45deg); display: inline-block;">N/A</div>		
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: John Cho Title: V.P. of Merchandising & Contracts Telephone No.: 909-843-9600 Date: 6/25/21		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

180

Gold Star Food

Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Fresh Produce to 14 Sites
RFP #22-1013: August 1, 2021 through July 31, 2022

Supplier: Gold Star Foods

Signature: _____

Printed Name: Amber Alderson

Date: _____

6/30/2021

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Price / Case	Comments
1	Apple, Size 138ct, Fuji Fancy	40 lb.	year round	50	\$ 24.00	
2	Apple, Size 138ct, Gala Fancy	40 lb.	year round	50	\$ 24.00	
3	Apple, Size 138ct, Green Fancy	40 lb.	year round	75	\$ 24.00	
4	Apple, Size 198ct, Fuji Fancy	40 lb.	year round	150	\$ 22.50	
5	Apple, Size 198ct, Gala Fancy	40 lb.	year round	475	\$ 22.50	
6	Apple, Size 198ct, Green Fancy	40 lb.	year round	150	\$ 22.50	
7	Apple, Sliced, I.W. red	100/2oz	year round	1404	\$ 16.70	(NET OF COMMODITIES) Commodity Process w/ Peterson Farms Code 203102
8	Banana, Petite	150 count	year round	1100	\$ 20.40	
9	Broccoli Florets, precut IW 1/2c portion	50/2oz		400	\$ 19.50	
10	Broccoli Florets, precut	3 lb. pack	year round	2000	\$ 4.75	
11	Cabbage, shred, coleslaw mix	5 lb. bag	year round	500	\$ 3.75	
12	Cantaloupe, whole	case	seasonal	25	\$ 21.00	
13	Carrots, Diced 3/8 IN	5 lb. bag	year round	75	\$ 5.88	
14	Carrots, Stick, precut 3-4" TAMS	5 lb. bag	year round	30	\$ 6.41	
15	Carrots, shredded	5 lb. bag	year round	225	\$ 4.27	
16	Carrots, mini, snack pak	100/2.6 oz	year round	1000	\$ 19.58	
17	Carrots, mini, snack pak	200/1.6 oz	summer	75	\$ 32.88	
18	Cauliflower, florette	3 lb. bag	year round	25	\$ 6.87	
19	Celery Sticks, precut IW 1/2c portion	50/2oz		1750	\$ 18.50	
20	Celery Sticks, precut 4" TAMS	5 lb. bag	year round	25	\$ 5.86	
21	Celery Sticks, diced 1/4"	5 lb. bag	year round	100	\$ 5.86	
22	Cilantro	bunch	year round	100	\$ 0.90	
23	Cucumbers, whole	3 ct	year round	220	\$ 3.00	
24	Cucumbers, whole	36ct/25 lb.	year round	750	\$ 19.47	
25	Grapes Lunch Bunch	21#	seasonal	500	\$ 23.85	
26	Grapes, pouch IW	100/2.7oz	seasonal	100	\$ 28.50	
27	Honeydew, whole	case	seasonal	25	\$ 18.00	
28	Jicama, pre-cut sticks TAMS	5 lb bag	year round	1500	\$ 10.00	
29	Kale chopped	5#	year round	25	\$ 12.00	
30	Kiwifruit 110ct	V.F. Bulk	seasonal	45	\$ 30.00	
31	Lemon	7 ct	year round	10	\$ 2.24	
32	Lettuce, Iceburg, shredded	4/5 lb cs	year round	100	\$ 15.00	
33	Lettuce, Iceburg, shredded	5 lb bag	year round	500	\$ 3.75	
34	Lettuce, Romaine chopped	6/2 lb cs	year round	175	\$ 14.52	
35	Lettuce, Romaine chopped	2 lb bag	year round	500	\$ 2.42	
36	Lettuce, Spring Mix	3 lb bag	year round	100	\$ 9.00	
37	Limes	2 lb	year round		\$ 3.20	
38						
39	Mandarin, satsuma	25 lb	year round	50	\$ 22.95	
40	Mushroom, white sliced	pound	year round	100	\$ 4.65	
41	Nectarine, size 64-72	25 lb	seasonal	100	\$ 19.80	
42	Onions, yellow	6ct	year round	10	\$ 3.75	

181

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Price / Case	Comments
43	Onions, yellow diced 1/4"	5 lb bag	year round	60	\$ 5.75	

182

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Price / Case	Comments
44	Onions, yellow diced 3/8"	5 lb bag	year round	80	\$ 5.75	
45	Onions, red	6ct	year round	20	\$ 4.47	
46	Onions, red sliced 1/4"	5 lb bag	year round	30	\$ 7.26	
47	Onions, red sliced 1/8"	5 lb bag	year round	30	\$ 7.26	
48	Onions, green	bunch	year round	50	\$ 0.94	
49	Oranges, size 138, Choice	40 lb. case	year round	900	\$ 19.00	
50	Peach, size 64-72	case	seasonal	75	\$ 19.80	
51	Pears, Red, 120-135ct	40 lb. case	seasonal	90	\$ 23.00	
52	Pears, Bartlett, 120-135 ct	40 lb. case	seasonal	90	\$ 24.00	
53	Peppers Chili Jalepeno	lb	year round	5	\$ 1.10	
54	Pepper, Green Bell	6 ct	year round	60	\$ 3.01	
55	Pepper, Green Diced 1/2"	5 lb	year round	60	\$ 9.75	
56	Pepper, Red Bell	6 ct	year round	100	\$ 3.53	
57	Pepper, Yellow Bell	6 ct	year round	80	\$ 3.53	
58	Pineapple, fresh, 7 count	single layer	seasonal	25	\$ 19.28	
59	Plums, Red/Black size 40-45	case	seasonal	90	\$ 22.70	
60	Potato, Russet 100ct	lb	year round	10	\$ 24.00	
61	Radishes sliced	5#	year round	15	\$ 15.25	
62	Spinach, cleaned, cello pack	2.5 lb. bag	year round	500	\$ 4.13	
63	Spinach, cleaned, cello pack	4/2.5 lb. bag	year round	200	\$ 16.52	
64	Squash, yellow	lb	year round	100	\$ 1.34	
65	Squash, spaghetti	lb	year round	15	\$ 4.49	
66	Squash, zucchini	lb	year round	100	\$ 1.34	
67	Strawberries, flat	8/1#	seasonal	25	\$ 15.00	
68	Tangerines	case	seasonal	75	\$ 26.95	
69	Tomatoes, 5X6	22lb	year round	250	\$ 21.20	
70	Tomatoes, Grape	10lb	year round	35	\$ 15.40	
71	Watermelon, whole medium 3-4ct	35 lb	seasonal	25	\$ 32.50	

If any information, such as the pack size you are pricing, is different from what is on this form, please provide the correct information under the column "Comments".

NOTE: Bidder must complete, sign and return all sections of this price request including the proposal, non-collusion statement, general and specific conditions, suspension and debarment certification, certification regarding lobbying by requested deadline.

Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Dairy Items to 18 school sites
RFP #22-1012: August 1, 2021 - July 31, 2022

Hylen Distributing										Crystal Creamery							
No.	Item	Approx. District Usage per Year (unit)	Pack Size	Code #	RFP Price / Unit	Total	June Price / Unit	Total	May Price / Unit	Total	Code #	RFP Price / Unit	Total	May Price / Unit	Total	April Price / Unit	Total
1	1% WHITE MILK	650,000	HALF PINT	160088	0.29	188,500.00	0.30	195,000.00	0.3100	201,500.00	160088	0.3400	221,000.00	0.3124	203,060.00	0.3050	198,250.00
2	NON FAT CHOCOLATE MILK	1,100,000	HALF PINT	160114	0.31	341,000.00	0.32	352,000.00	0.3300	363,000.00	160114	0.3200	352,000.00	0.2978	327,580.00	0.2936	322,960.00
3	BUTTER, QTRS	670	1lb	160300	4.99	3,343.30	5.09	3,410.30	5.1900	3,477.30	160300	4.0900	2,740.30	4.0825	2,735.28	3.9775	2,664.93
4	BUTTERMILK	100	HALF GAL	160305	3.99	399.00	4.09	409.00	4.1900	419.00	160305	2.9883	298.83	2.8925	289.25	2.8368	283.68
5	REAL SOUR CREAM	100	5LB	160180	9.99	999.00	10.29	1,029.00	#####	1,059.00	160180	7.9403	794.03	7.9053	790.53	7.6140	761.40
6	EGGS	50	DOZEN	16145	2.29	114.50	2.29	114.50	2.2900	114.50	16145	1.6400	82.00	1.9700	98.50	2.3400	117.00
7	LOW FAT COTTAGE CHEESE	15	5LB	160357	5.99	89.85	5.99	89.85	5.9900	89.85	160357	7.6468	114.70	7.5262	112.89	7.2945	109.42
8	ORANGE JUICE 100%	500	HALF GAL	160282	2.99	1,495.00	2.99	1,495.00	2.9900	1,495.00	160282	2.7900	1,395.00	2.7600	1,380.00	2.7600	1,380.00
					\$	535,940.65	\$	553,547.65	\$	571,154.65	\$		578,424.86	\$	536,046.45	\$	526,526.42
					3mo. price average: \$		553,547.65	3mo. price average: \$		546,999.24	3mo. price average: \$		546,999.24	3mo. price average: \$		546,999.24	3mo. price average: \$

184

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP) **DAIRY** **RFP #22-1012**

This is a formal request for pricing on **DAIRY** (RFP #22-1012) for the Marysville Joint Unified School District (MJUSD) for the 2021-2022 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: **Brian Horn – Purchasing Department, Room 215, 1919 B Street, Marysville, CA 95901** on or before **Friday, July 2, 2021 at 1:00 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Amber Watson by email: awatson@mjUSD.com. **All questions shall be submitted by email before 9:00am on June 25, 2021.**

Original signatures are required on the submitted proposal. The company representative authorized to sign the proposal with accompanying contract obligations and bind the company to all contractual obligations must sign in **blue ink**. The same person who signs the submitted proposal for the vendor must initial corrections made of entries on the bid form in blue ink. An authorized officer shall sign the submitted proposal under the correct firm name.

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The regulation defines domestic commodity or product as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that was grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Two situations which may warrant a waiver to permit purchases of foreign food products are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the nondomestic product.

This includes foods that are sold to students as a la carte food items.

Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2021 through July 31, 2022. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The bid period is from **August 1, 2021 through July 31, 2022**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. It is our understanding that prices are subject to increase and decrease as follows: **For any changes in Class 1, 2, 3, or 4 raw product costs, as established by the State of California, Department of Food and Agriculture, and/or Bureau of Milk Stabilization, the corresponding cost change plus any labor costs will be passed through to MJUSD.**
- c. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. For items not affected by the Class 1, 2, 3, or 4 price changes stated above, the original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- d. A response to any specific item of this bid with terms such as “negotiable,” “will negotiate,” or similar, will be deemed non-responsive to that specific item.

3. Product Specification

The vendor shall bid the portion size and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after bid opening.

186

4. Deliveries

- a. Deliveries shall be made to a specified location at the school in the MJUSD herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. Dairy shall be delivered DAILY to any of the school kitchens/cafeteria between the hours of 5:30am and 10:00am. Orders will be subject to adjustment. Vendor must have the ability to provide back-up service in enclosed refrigerated trucks in case of truck break down or other emergency.
 - i. Exception to the daily delivery schedule: delivery twice a week is necessary at the following locations: Browns Valley, Dobbins, Foothill, Loma Rica, and Yuba Feather
- c. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- d. All perishable dairy shall be delivered in refrigerated trucks maintaining food at internal temperature of 41 degrees Fahrenheit or lower.
- e. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- f. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery


Arboga Elementary	1686 Broadway	Olivehurst 95961
Browns Valley Elementary	9555 Browns Valley Road	Browns Valley 95918
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Covillaud Elementary	628 F Street	Marysville 95901
Dobbins Elementary	14200 Old Dobbins Rd	Dobbins 95935
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Foothill Intermediate	5351 Fruitland Road	Marysville 95901
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Loma Rica Elementary	5150 Fruitland Road	Marysville 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Feather Elementary	18008 Oregon Hill Road	Challenge 95925
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

6. No Minimum/Maximum Quantities, Order Charges, or Limitations upon Number of Orders

The District anticipates term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for orders. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

7. **Acknowledgement of Delivery Criteria**

The bidding vendor acknowledges and agrees to meet the delivery specifications described in Sections #4 and #5 of RFP Requirements. If vendor cannot meet the delivery criteria specified, please include delivery proposal as a separate document. In addition, a sample routing schedule with delivery times shall be submitted with the proposal.

Signature  Yes ☒ No ☐
If no, delivery proposal is attached? Yes ☐ No ☐

BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:
 - Up to 35 points based on price
 - Up to 25 points based on references
 - Up to 25 points based on service and delivery
 - Up to 15 points based on quality/grade
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. **Samples**
Party may be required to submit samples of the RFP items upon request by the Nutrition Services Director. Samples are to be furnished without cost to the school district.
2. **Sanitary and Quality Control Requirements**
 - a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
 - b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
 - c. **All products shall have a readable code date.**
 - d. Fluid milk and juice shall have **at least a ten day code date at time of delivery.**
 - e. All products shall be free of off flavors or any other possible contamination.
 - f. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
 - g. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

3. Billing

- a. The vendor shall provide an invoice at time of delivery at each location. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
- b. The vendor shall provide a statement at the end of the month to Marysville Joint Unified School District, Attn: Nutrition Services, 1919 B Street, Marysville, CA 95901.
- c. The MJUSD requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the MJUSD Nutrition Services Director shall conduct the audit.

4. Payment

Payment will be net 30 days. Any discounts, which the vendor desires to provide MJUSD, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of N/A % N/A days.

5. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents. Any addendums to this RFP will be posted on at www.mjUSD.com/bid and is the responsibility of the vendor to check website for addendums.

6. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFP instructions and conditions shall constitute the contract documents (see Section #14 below).

7. Default by Bidder

The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section #16 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

8. Modification of Contract

This contract may be supplemented, amended, or modified only by the mutual written agreement of both parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

9. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them

for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. Force Majeure Clause

Both the vendor and the District shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Yuba County.

13. Permits and Licenses

The successful vendor and all of his employees or agent shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

14. Contract Documents

The vendor and the District agree that the Notice to Vendor/s, the Bid Instructions and Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

15. Cancellation Notice by Supplier

The MJUSD requires a 30-day advance notice of cancellation of this contractual agreement by the supplier.

16. Cancellation Notice by Marysville Joint Unified School District

MJUSD shall give a 30-day advance notice of cancellation, should any of the following problems occur that would require MJUSD to seek a new supplier: problems with product quality or delivery service, problems with pricing, problems with supply/demand, problems meeting product specifications, problems with cost plus pricing audits.

17. Special Requirements

- **Manufacture Product Specification**
- **Current Nutrition Fact Label for Product with Ingredients Listed**
 - a. Attached to this bid is a listing of the dairy items ordered by MJUSD Schools.
 - b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

18. Piggyback Clause

For the term of the contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

Signature Debra Davis Yes ☒ No ☐
Max number of agencies (if applicable): N/A
Up to N/A miles from MJUSD

19. Bid Extension

In accordance with Section 17596 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within a twenty four-hour time frame.
- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Friday, July 2, 2021 at 1:00 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

22. Required Documents: Each bidder must return with their proposal a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Friday, July 2, 2021 at 1:00 p.m.

COMPANY NAME: Crystal Creamery Inc.

ADDRESS: 529 Kansas Ave. Modesto CA 95351

PHONE #: 209-576-2300 **FAX #:** N/A

AUTHORIZED AGENT NAME: Debra Davis

AUTHORIZED AGENT SIGNATURE: Debra Davis

EMAIL: ffdpricing@crystalcreamery.com **DATE:** 6/30/21

191

Marysville Joint Unified School District
 Nutrition Services
 Price Quote for Delivery of Dairy Items to 18 school sites
 RFP #22-1012: August 1, 2021 - July 31, 2022

Supplier: _____ Crystal Creamery Inc.

Signature: 

Printed Name: _ Debra Davis

Date: _____ 6/30/2021

No.	Item	Approx. District Usage per Year (unit)	Pack Size	Code #	Price / Unit	Comments (include change in case pack size if applicable)
1	1% WHITE MILK	650,000	HALF PINT	160088	0.3400	N/A
2	NON FAT CHOCOLATE MILK	1,100,000	HALF PINT	160114	0.3200	N/A
3	BUTTER, QTRS	670	1lb	160300	4.0900	N/A
4	BUTTERMILK	100	HALF GAL	160205	2.9883	N/A
5	REAL SOUR CREAM	100	5LB	160180	7.9403	N/A
6	EGGS	50	DOZEN	57163	1.6400	N/A
7	LOW FAT COTTAGE CHEESE	15	5LB	160357	7.6468	N/A
8	ORANGE JUICE 100%	500	HALF GAL	160282	2.7900	N/A

192

NOTE: Bidder must complete, sign and return all sections of this price request including the proposal, non-collusion statement, general and specific conditions, suspension and debarment certification, certification regarding lobbying, and the bid file by requested deadline.



June 30, 2021

Amber Watson
Director of Nutrition Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

To whom it may concern,

Crystal Creamery is pleased to offer Marysville Joint Unified School District the following per unit pricing:

<u>PRODUCT</u>		<u>BID</u>
SKU_000160088 - CR 1% LF CLCW HPT ECO	\$	0.3400
SKU_000160114 - CR CHOC NF CLCW HPT ECO	\$	0.3200
SKU_000160300 - BUTTER CR 1# QTR SALTED	\$	4.0900
SKU_000160205 - CR BTRMLK HGL PPR	\$	2.9883
SKU_000160180 - CR SOUR CRM 2/5# SP	\$	7.9403
SKU_000057163 - CR EGGS LG CARTON 15DZ	\$	1.6400
SKU_000160357 - CR LF COT CHS 2/5# SP	\$	7.6468
SKU_000160282 - CR O.J. HGL PL	\$	2.7900

The Prices we have quoted are based on June 2021 Pricing and are subject to FMMO changes monthly, but only if the cost of raw materials (based on changes prescribed by the California Department of Food and Agriculture), labor, or transportation costs change.

If this is acceptable, please sign below and return a copy of this letter to us for our records.

Marysville Joint Unified School District

Date

Sincerely,

Kacey Castro
Pricing Analyst
Crystal Creamery Inc.

529 Kansas Avenue, Modesto, California 95351 (209) 576-3400

193

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP)


TRADE REFERENCES

BID # RFP #22-1012

1. Company Tracy Unified School District Tel: (209) 830-3255 Fax: N/A
Contact Name Brandy Campbell Email: N/A
Address 1875 W Lowell City: Tracy State/Zip: CA 95370

2. Company Modesto Unified School District Tel: (209) 550-3300 Fax: N/A
Contact Name Stella Gonzalez Email: N/A
Address 4210 Locust St. City: Modesto State/Zip: CA 95351

3. Company Stockton Unified School District Tel: (209) 933-7015 Fax: N/A
Contact Name Ann Haley Email: N/A
Address 701 N. Madison St. City: Stockton State/Zip: CA 95202

COMPANY NAME: Crystal Creamery Inc.
ADDRESS: 529 KANSAS AVE. Modesto CA 95351
PHONE #: 209-570-2300 FAX #: N/A
AUTHORIZED AGENT NAME: Debra Davis
AUTHORIZED AGENT SIGNATURE: 
EMAIL: ffpricing@crystalcreamery.com DATE: 01/30/21

RFP Reference Questions – Dairy/Juice

Vendor: Crystal Creamery

Completed by: Amber Watson

Reference call to: Ann Haley

School District: Stockton USD

Phone: 209-933-7015

1. What was the length this vendor has serviced your program?

8+ years

2. What is the frequency of deliveries? How many delivery locations?

2-3 times / wk

50 schools

3. Please rate the quality of dairy and juice delivered. 10 is high; 1 is low. Explain reasoning.

1 2 3 4 5 6 7 8 9 (10)

creamiest, best flavor

4. Has products delivered by this company required refusal or exchange due to poor quality? If so, how often in an average month?

No bad dates, 10+ days

occasionally return

5. What program are you operating with this Milk/Juice? NSLP, SBP, FFVP, CACFP, other?

White/choc milk, 1/2 gal, 1 gal

6. How user friendly is the ordering process? Is it online, by phone, email, etc?

Paper order → driver

3rd party distributor

7. Do you receive advance notification of a product shortage or substitution?

yes. only happened w/ 1/2 gal / gal

8. How helpful is the customer service department?

drivers share contact w/ driver

9. Would you recommend this company to other school districts?

10. Does this company provide any additional services to your school district? (i.e. nutrition education, staff training, etc.) If yes, how well received is this service?

3rd party vendor has been great

11. Any additional comments?

195

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Crystal Creamery Inc.	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Debra"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Davis"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Accounting Manager"/>	
* SIGNATURE: <input type="text" value="Debra Davis"/>	* DATE: <input type="text" value="06/30/21"/>

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Crystal Creamery Inc.

RFP #22-1012

Organization Name

PR/Award Number or Project Name

Debra Davis, Accounting Manager

Name(s) and Title(s) of Authorized Representative(s)

Debra Davis

Signature(s)

10/30/21

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NONCOLLUSION AFFIDAVIT

**TO BE EXECUTED
BY THE BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA)
)
County of Stanislaus)

_____, after first being by me duly sworn,
declares that:

He or she is _____ of _____
_____ the party making the foregoing bid, that the bid is not made
in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to
put a false or sham bid, and has not directly or indirectly colluded, conspired, connived,
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain
from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of bidder or
any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that
of any other bidder, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in bid
are true; and, further, that the bidder has not, directly or indirectly, submitted his or her
bid price or any breakdown thereof, or the contents thereof, or divulged information or
data relative thereof, or paid, and will not pay, any fee to any corporation, partnership,
company, association, organization, bid depository, or to any member or agent thereof to
effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.



Signature of Bidder

Subscribed and sworn before me by _____
this _____ day of _____, 20____
(SEAL)



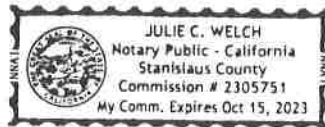
NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

Subscribed and ~~sworn~~ to (or affirmed) before me on this 30th
day of June, 2021, by Klodet Barkhosir

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Julie C. Welch



Marysville Joint Unified School District

Nutrition Services

1919 B Street * Marysville, CA 95901

P: (530) 749-6178 F: (530) 741-7829

July 1, 2021

Tom Gomez
Bimbo Bakeries USA
4051 Alvis St
Rocklin, CA 95677

RE: Extension of Fresh Bread RFP #20-1002

Dear M. Gomez:

Thank you for a successful year of delivery of bread products to the Marysville Joint Unified School District school sites. We would like to extend the current agreement to the 2021/22 school year. Item 19 on page 6 of the bid document states, "In accordance with Section 39644 of the Education Code, MJUSD reserved the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor."

Attached is a copy of the awarded bid items for delivery of produce products to 14 district locations. We request that 2020/21 prices hold firm for the period of August 1, 2021 – July 31, 2022. However, if they cannot be held firm, we request the price list to be filled out in its entirety. Please sign and the date all four attachments.

As required by federal regulation (7CFR 3017.110-3018.110), the attached forms must be completed upon extension of existing contracts.

1. Suspension and Debarment Certification Form
2. Certification Regarding Lobbying
3. Non-Collusion Affidavit
4. Product Price List

To extend this agreement, please respond in writing by July 9th, 2021, and include the above mentioned forms with original signatures. I am looking forward to working with Bimbo Bakeries in the new school year.

Sincerely,

Amber Watson, RD, SNS
Director, Nutrition Services

Attachments

201

Marysville Joint Unified School District
Nutrition Services
Delivery of Bread and Bakery Items to 14 locations
RFP# 20-1002: August 1, 2021 - July 31, 2022

Supplier: Bimbo Bakeries USA

Signature: Thomas Gomez

Printed Name: Tom Gomez

Date: 7/7/2021

No.	Item	Pack Size	Estimated Annual Usage	Code #	2020/21 Price/Pack	2021/22 Price/Pack	Comments
B1	Bread, WG-Rich pullman sandwich, 1.0oz (28g)/slice	24 oz./20 slice	6,000 loaves	9485	\$ 1.42	\$ 1.42	
B2	Hamburger buns, WG-Rich 4" sliced, 2.0oz (58g)	12 count	15,000 packs	3447	\$ 1.95	\$ 1.95	
B3	Hot Dog Bun, WG-Rich 6" sliced, 2.0oz (58g)	16 count	250 packs	4266	\$ 1.75	\$ 1.75	
B4	Roll, Hoagie/deli, WG-Rich 6" long, split, 2.5oz (70g)	6 count	400 packs	4259	\$ 1.55	\$ 1.55	
B5	Roll, WG-Rich dinner, 1.0oz (28g)	12 count	5,000 packs	5948	\$ 1.75	\$ 1.75	

Only items listed on this quotation may be ordered and delivered. "WG-Rich" (means 50% or more of whole grain). If any information (such as the pack size) is different from what is on the bid form, please make a notation under the column "Comments"

202

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bimbo Bakeries USA


RFP# 20-1002 Bread

Organization Name

PR/Award Number or Project Name

Tom Gomez Account Executive

Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

7/2/2021

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

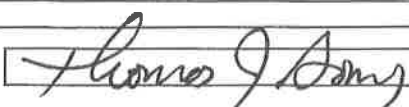
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its Instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Bimbo Bakeries USA	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Tom"/> Middle Name: <input type="text" value="Joseph"/>
* Last Name: <input type="text" value="Gomez"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Account Executive"/>	
* SIGNATURE: 	* DATE: <input type="text" value="7/2/2021"/>

NONCOLLUSION AFFIDAVIT

**TO BE EXECUTED
BY THE BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA)
)
County of _____)

_____, after first being by me duly sworn,
declares that:

He or she is Thomas J Gomez of Bimbo Bakeries USA
_____ the party making the foregoing bid, that the bid is not made
in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to
put a false or sham bid, and has not directly or indirectly colluded, conspired, connived,
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain
from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of bidder or
any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that
of any other bidder, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in bid
are true; and, further, that the bidder has not, directly or indirectly, submitted his or her
bid price or any breakdown thereof, or the contents thereof, or divulged information or
data relative thereof, or paid, and will not pay, any fee to any corporation, partnership,
company, association, organization, bid depository, or to any member or agent thereof to
effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Thomas J Gomez
Signature of Bidder
Thomas J Gomez

Subscribed and sworn before me by _____

this _____ day of _____, 20____

(SEAL) pc

SEE ATTACHED NOTARY CERTIFICATE

NOTARY PUBLIC

(Pub. Contract Code 7106)

06/02

205

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Placer }

Subscribed and sworn to (or affirmed) before me on this 6th day of July,
2021 by Thomas J. Gomez

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KCn

Notary Public Signature



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Noncollusion Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional Information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
- Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



Marysville Joint Unified School District

Nutrition Services

1919 B Street * Marysville, CA 95901

P: (530) 749-6178 F: (530) 741-7829

July 1, 2021

Les Abernathy
ProPacific Fresh
P.O. Box 1069
Durham, CA 95938
labernathy@propacificfresh.com

RE: Extension of Grocery Supplies RFP #20-1003

Dear Mr. Abernathy:

Thank you for a successful year of delivery of grocery products to the Marysville Joint Unified School District. We would like to extend the current agreement to the 2021/22 school year. Item 19 on page 6 of the bid document states, "In accordance with Section 39644 of the Education Code, MJUSD reserved the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor."

Attached is a copy of the awarded bid items for delivery of products to a single location at our district warehouse. We request that 2020/21 prices hold firm for the period of August 1, 2021 – July 31, 2022. However, if they cannot be held firm, then please fill out the product price list in its entirety. Please sign and the date all four attachments.

As required by federal regulation (7CFR 3017.110-3018.110), the attached forms must be completed upon extension of existing contracts.

1. Suspension and Debarment Certification Form
2. Certification Regarding Lobbying
3. Non-Collusion Affidavit
4. Product Price List

To extend this agreement, please respond in writing by July 9th, 2021, and include the above mentioned forms with original signatures. I am looking forward to working with ProPacific Fresh in the new school year.

Sincerely,

Amber Watson, RD, SNS
Director, Nutrition Services

Attachments

207

**Marysville Joint Unified School District
Nutrition Services**

Price for Delivery of Grocery Items

RFP #20-1003 Extension: August 1, 2021 - July 31, 2022

Supplier: PRO PACIFIC FRESH

Signature: 

Printed Name: LESA BERGMAN

Date: 7/06/21

LINE #	FROZEN & REFRIGERATED FOODS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
FRZ58	YOGURT, STRAWBERRY	48/4 OZ	UPSTATE FARM	150	13.99	15.59	
FRZ59	YOGURT, BLUEBERRY	48/4 OZ	UPSTATE FARM	0	13.74	15.59	
FRZ60	YOGURT, RASPBERRY	48/4 OZ	UPSTATE FARM	150	13.74	15.59	
FRZ61	YOGURT, PEACH	48/4 OZ	UPSTATE FARM	0	13.74	15.59	
FRZ62	YOGURT, CHERRY/VANILLA	48/4 OZ	UPSTATE FARM	150	13.74	15.59	
FRZ63	YOGURT, STRAWBERRY/BANANA	48/4 OZ	UPSTATE FARM	0	13.74	15.59	
FRZ64	YOGURT, BLUEBERRY	12/8 OZ	UPSTATE FARM	1200	7.52	8.53	
FRZ65	YOGURT, PEACH	12/8 OZ	UPSTATE FARM	1200	7.52	8.53	
FRZ66	YOGURT, STRAWBERRY/BANANA	12/8 OZ	UPSTATE FARM	1200	7.52	8.53	

208

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PRO PACIFIC FRESH

Organization Name

PR/Award Number or Project Name

TONY KNIGH

VP OF SALES

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

7/5/21

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

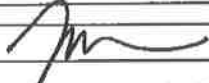
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
PRO PACIFIC FRESH	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: TONY Middle Name: <input type="text"/>
* Last Name: KNIGHT	Suffix: <input type="text"/>
* Title: VP OF SALES	
* SIGNATURE: 	* DATE: 7/5/24

NONCOLLUSION AFFIDAVIT

**TO BE EXECUTED
BY THE BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA)

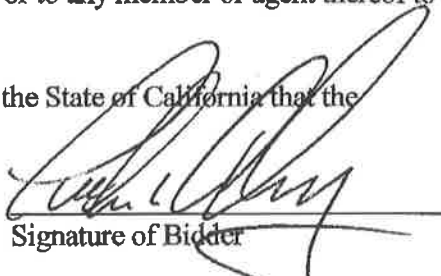
County of BUTTE)

LESLIE ABERNATHY, after first being by me duly sworn,
declares that:

He or she is SCHOOL SPECIALIST of PRO PACIFIC FRESH, INC

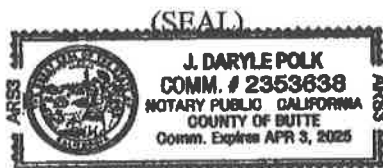
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Signature of Bidder

Subscribed and sworn before me by LESLIE ABERNATHY

this 06TH day of July, 2021




NOTARY PUBLIC

(Pub. Contract Code 7106)

06/02

211

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Butte }

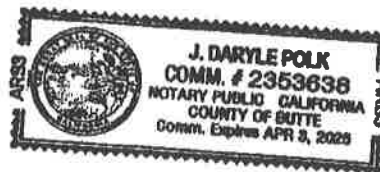
On July 06, 2021 before me, J. Daryll Polk
(Here insert name and title of the officer)

personally appeared LESLIE ABERNATHY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Daryll Polk
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



Marysville Joint Unified School District

Nutrition Services

1919 B Street * Marysville, CA 95901

P: (530) 749-6178 F: (530) 741-7829

July 1, 2021

Steve Schwartz
The Daniels Company
Steve@dancofoods.com

RE: Extension of Grocery Supplies RFP #20-1003 & Non-Food Supplies RFP #20-1004 & RFP 21-1010

Dear Mr. Schwartz:

Thank you for a successful year of delivery of grocery and supply products to the Marysville Joint Unified School District. We would like to extend the current agreement to the 2021/22 school year. Item 19 on page 6 of the bid document states, "In accordance with Section 39644 of the Education Code, MJUSD reserved the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor."

Attached is a copy of the awarded bid items for weekly delivery of products to fifteen school site locations. We request that 2021/22 prices hold firm for the period of August 1, 2021 – July 31, 2022. However, if they cannot be held firm, we do ask that the price worksheet be filled out in its entirety. Please sign and the date all four attachments.

As required by federal regulation (7CFR 3017.110-3018.110), the attached forms must be completed upon extension of existing contracts.

1. Suspension and Debarment Certification Form
2. Certification Regarding Lobbying
3. Non-Collusion Affidavit
4. Product Price List

To extend this agreement, please respond in writing by July 9th, 2021, and include the above mentioned forms with original signatures. I am looking forward to working with The Daniels Company in the new school year.

Sincerely,

Amber Watson, RD, SNS
Director, Nutrition Services

Cc: Tennelle Paige
Attachments

213



July 12, 2021

Marysville Joint Unified School District

**Attn: Amber Watson
1919 B Street
Marysville, CA 95901**

**Bid#: 20-1003, 20-1004 & 21-1010
Due: July 12, 2021 12:00pm**

Terms & Conditions of Food Contracts

BID LEGEND

SO = Special order - three case minimum. Please allow extra lead time. Will stock if usage warrants.
CMO = Combined Minimum Order from same manufacturer. Please watch for minimum quantity or weight requirements to receive bid pricing.
STA = Subject to availability from manufacturer.
MKT = Price is based on the market at time the bid was written; therefore, the price is subject to market increase or decrease and carries with it no guaranteed 30-day notice.
FFS = Fee for service. Customer will be invoiced for product by manufacturer.

*****Commodity Pricing assumes customer has all possible Commodities.**

BID DURATION: August 1, 2021 – July 31, 2022 unless otherwise noted.

PALLET EXCHANGE: We encourage customers to participate with our pallet exchange policy. If a customer chooses to opt-out of the exchange, Danielsen reserves the right to charge \$8.00 per pallet not exchanged.

PAYMENT TERMS: Requesting Net 30 days end of month, excluding drop shipments from manufacturers. Drop shipment requested payment terms are Net 15 days. Per GC 926.10: interest will be charged on all balances past 60 days at 6% per annum. If these payment terms are not met, we reserve the right to terminate bid prices. Awarding bid items to The Danielsen Company constitutes customer's acceptance of payment terms.

SPECIAL REQUIREMENTS: Subject to \$400.00 minimum delivery requirement.

NUTRITIONAL ANALYSIS & SPECIFICATION SHEETS: N.A. & spec sheets will be provided when required by Recipient Agency (RA) on awarded items. Please request under separate cover and fax to our office at (530) 895-3987 or (800) 700-6332.

BID NOTATION: Recipient Agency (RA) will be notified 30 days before any price adjustments are made. The Danielsen Company reserves the right to review prices on an on-going basis, should a manufacturer or supplier increase their prices to us, those prices may, in turn, increase the bid price accordingly. We will notify the RA of price increases as soon as those increases are published.

FUEL SURCHARGE POLICY: Our bid pricing is based on fuel rates stated by the Department of Energy (DOE) at the time the bid was completed. We reserve the right to enact a fuel surcharge. (These rates are updated by the DOE every Monday and can be heard on their Diesel Fuel Average hot line at (202) 586-6966, for the West Coast, California region.)

NOTE: Written confirmation of bid award is required to activate these bid prices.
Thank you for the opportunity to bid our products and services.

Sincerely, The Danielsen Company, Inc.

214

Marysville Joint Unified School District
Nutrition Services
Extension of RFP #20-1003 - Groceries
Extension RFP #20-1004 & 21-1010 Non-Food Supplies
August 1, 2021 - July 31, 2022

Supplier: The Danielsen Company

Signature: Steven P. Schwarte

Printed Name: Steven P. Schwarte

Date: 7-12-2021

PRODUCT #	CANNED VEGETABLES & FRUITS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
6995	APPLESAUCE UNSWEETENED	6#10	Orchard Naturals 15856	15	24.79	25.88	
4455	BEANS, GREEN CUT SPEC 3/4 SV BL	6#10	Our House H5201	15	23.08	23.08	
2017	CORN, WHOLE KERNEL, VAC-PAK FANCY	6#10	Our House H9457	15	21.10	21.10	
6643	PEPPER CHILI GREEN DICED	12/27 OZ	LAS PALMAS 16025	15	32.12	38.91	Market
6934	PEPPERS, JALAPENO, SLICED	6#10	PACKER LABEL H5572	45	20.17	20.17	
2167	PINEAPPLE TIDBITS IN JUICE	6#10	AMBROSIA 19463	65	28.13	37.40	Market
	SAUCE,ENCHILADA RED, LOW SODIUM	6#10		75	No Bid		
5594	SAUCE, TOMATO	6#10	PRIMA TERRA 15741	15	16.46	17.58	
PRODUCT #	FROZEN & REFRIGERATED FOODS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
7326	BAGEL PLAIN, WHITE WG	72/2.24oz	WESTERN BAGEL 68874	250	19.14	19.94	
	BAGEL CINNAMON RAISIN, SLICED WG,IW	84/2.20Z	BAKECRAFTERS #746	300	28.82	28.82	Special Order
6750	BAGEL MINI W/STRAWBERRY CREAM	72/2.43OZ	PILLSBURY 38413	70	33.00	33.37	
5679	BAR, BENEFIT, APPLE CINNAMON	48/2.5OZ	READI-BAKE#	65	17.99	22.23	
5678	BAR, BENEFIT, BANANA CHOCOLATE	48/2.5OZ	READI-BAKE#40402	300	17.99	22.23	
7520	BAR, BENEFIT, FRENCH TOAST	48/2.5OZ	READI-BAKE#40404	100	17.99	22.23	
5897	BAR, BENEFIT, OATMEAL CHOCOLATE CHIP	48/2.5OZ	READI-BAKE#40401	100	17.99	22.23	
908624	BISCUIT, HONEY WHEAT ROUND, SLICED WG-Rich (2G)	100/2.5OZ	BRIDGFORD #6267	500	25.84	25.84	Special Order
7438	BREADSTICK, GARLIC, WG-Rich	240/1.19OZ	BAKECRAFTERS #1638	450	30.74	33.13	
7528	BREADSTICK DOUGH, CHEESY GARLIC, WG-Rich (1G)	320/1.125OZ	BRIDGFORD #6787	75	32.44	32.58	
7449	BREAD, CIABATTA ROLL SLICED WG-Rich (2G)	100CT		125	24.20	MFG DISC	
908764	BREAD, DINNER ROLL, WG-IW (4G)	445/4OZ	BAKECRAFTERS #4027		33.04		
7576	BREAD, ENGLISH MUFFIN, SLICED WG-Rich (2G)	144/2OZ	BAKECRAFTERS #802	25	23.66	25.09	
909179	BREAD, FRENCH WG-Rich (2G)	100CT		450	28.54	MFG DISC	
4853	BREAD, HOAGIE ROLL MINI WG-Rich (2G)	12/12CT	SHANNON'S #SB-800	320	34.11	34.11	
7549	BREAD, PANINI WG-Rich (1G)	100CT		125	24.20	MFG DISC	

215

PRODUCT #	FROZEN & REFRIGERATED FOODS, CONT.	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
6146	BREAD, ALOHA DINNER ROLL WG 1OZ (1G)	8/24 CT	SHANNON'S #SB-210	15	30.50	30.50	
907773	BREAD, SANDWICH THINS WG-Rich (2G)	18/8CT	SHANNON'S #SB-460	50	33.63	MFG DISC	
6618	BREAD, SLIDER BUN MINI WG-Rich 1OZ (1G)	8/24CT	SHANNON'S #SB-420	415	25.86	25.86	
1057	BREAD, SWEET HAWAIIAN BUN WG-Rich (1G)	144/1.9OZ	SHANNON'S #SB-450	25	32.44	32.61	
7085	CINNAMON ROLL DOUGH, WHITE WHOLE WHEAT - LAYER	144/2.5OZ	BRIDGFORD #6719	15	34.48	34.48	
4703	CHEESE, PARMESAN SHREDDED	4/5#	LAKEVIEW #605345	10	64.40	65.20	Market
1461	CORN COB, 3" DOMESTIC	96CT	INN FOODS	25	16.95	20.50	
3586	CREAM CHEESE, CUP	100/1 OZ	SMITHFIELD 30056	400	16.09	16.09	
909102	EGG OMELET w/ COLBY CHEESE FILLING ***USDA COMMODITY	225/2.1OZ	SUNNYFRESH #40176	10	67.72	40.42	Commodity Special Order
1634	FRENCH TOAST STICKS, CINN GLAZE, WG ***USDA COMMODITY	300/1.9OZ	SUNNYFRESH #40497	50	42.18	42.18	Commodity
900152	FRENCH TOAST, CINN GLAZE, WG ***USDA COMMODITY***	130/2.9OZ	SUNNYFRESH #40490	50	53.78	53.78	Commodity Special Order
909378	FRENCH TOAST, IW, CINN GLAZE, WG ***USDA COMMODITY***	110/2.9OZ	SUNNYFRESH #40491	50	54.17	53.33	Commodity not available until 2022
7589	MUFFIN APPLE CINNAMON WG IW	72/2OZ	OTIS SPUNKMEYER #10146	150	23.81	40.57	Market
7588	MUFFIN BANANA WG IW	72/2OZ	OTIS SPUNKMEYER #10144	150	23.81	40.57	market
7587	MUFFIN BLUEBERRY WG IW	72/2OZ	OTIS SPUNKMEYER #10143	400	23.81	40.57	market
7582	MUFFIN CHOC CHOC CHIP WG IW	72/2OZ	OTIS SPUNKMEYER #10145	400	23.81	40.57	market
1092	MUFFIN BLUEBERRY WG IW	48/4OZ	OTIS SPUNKMEYER #10147	25	31.74	53.45	market
1093	MUFFIN CHOCOLATE CHIP WG IW	48/4OZ	OTIS SPUNKMEYER #10149	30	31.74	53.45	market
1024	PANCAKE, BUTTERMILK, 4", BULK, WG	144/1.3OZ	BAKECRAFTERS #1475	850	15.53	19.74	
1687	PANCAKE, MAPLE CHIP MINI 3", BULK, WG	324/0.7OZ	BAKECRAFTERS #1581	25	25.35	34.20	
7024	PANCAKE, MAPLE MINI, IW POUCH, WG	72/3.17OZ	PILLSBURY #37732	15	28.51	28.76	
6551	PEPPERONI, SLICED 14/16 CT	1/25#	BONICI #11050170269	75	72.37	82.52	
908581	POTATO, HASHED PATTY PRE-BROWNED ***USDA COMMODITY	6/5LB 2.25OZ	SIMPLOT #430018	45	20.21	20.21	Commodity Special Order
908748	POTATO, SEASONED SPIRAL RED. SODIUM ***USDA COMMODITY	6/4LB	MCCAIN #1000004108	600	19.64	20.74	Commodity Special Order
4075	POTATO, SEASONED WEDGES 10 CUT ***USDA COMMODITY	6/5LB	SIMPLOT #478010	400	14.18	15.01	Commodity
5371	POTATO, TATOR TOTS "GEMS" ***USDA COMMODITY***	6/5LB	SIMPLOT #004189	700	14.95	14.95	Commodity
5954	PRETZEL HOT DOG BUN	50/3.2OZ	J&J BAVARIAN #7061	400	27.11	26.80	Market
909178	SALSA, DEL MOLCAJETE VERDE	3/4LB	DEL REAL #503-5	65	20.16	20.16	Special Order
1469	VEGETABLE BLEND JAPANESE	20#	INN FOODS	5	21.12	21.12	
1470	VEGETABLE MIX, 5-WAY, FROZEN	20#	INN FOODS	5	15.13	16.02	
7090	WAFFLE, MAPLE MINI, IW POUCH, WG	72/2.47OZ	PILLSBURY #32265	15	28.51	28.51	
5707	YOGURT, STRAWBERRY	48/4 OZ	DANIMALS #02731	25	10.41	10.96	
5710	YOGURT, VANILLA	48/4 OZ	DANIMALS #02733	15	10.41	10.96	
6868	YOGURT, VANILLA PARFAIT PRO	6/64 OZ	#16632 Yoplait	125	27.81	28.38	
6869	YOGURT, STRAWBERRY PARFAIT PRO	6/64 OZ	#16631 Yoplait	350	27.81	28.38	

216

PRODUCT #	DRY: GROCERIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
6300	CEREAL CHEERIOS BOWLPAK, WG	96 CT	GENERAL MILLS #32262	50	20.92	21.65	
6751	CEREAL CINNAMON CHEX BOWLPAK, WG	96 CT	GENERAL MILLS #38387	200	20.92	21.65	
5582	CEREAL CINN TOAST CRUNCH BOWLPAK, WG, Red Sugar	96 CT	GENERAL MILLS #29444	350	20.92	21.65	
909031	CEREAL CINNAMON FLAKES BOWLPAK WG	96 CT	KELLOGG'S #38000078786	100	26.71	26.71	Special Order
7523	CEREAL FROSTED MINI WHEATS BOWLPAK WG	96 CT	KELLOGG'S #38000004996	75	26.71	26.71	
907076	CEREAL GRANOLA NATURE VALLEY LOW FAT	4/50 OZ	GENERAL MILLS #27111	35	40.73	41.63	Special Order
6101	CORNMEAL, YELLOW	25#	CH GUENTHER	25	11.17	11.04	Market
1710	CORNSTARCH	24/1LB	Argo #2001561	2	18.54	19.47	Market
6385	DRESSING, COLE SLAW, FAT FREE	4/1GAL	MARZETTI #80000	25	33.48	34.52	
1905	FLOUR, WHITE ENRICHED GRAIN	50#	LACEY'S	5	11.92	12.81	Market
NEW	FLOUR, WHITE WHOLE GRAIN	25# 50#		100	No Bid		
3400	GELATIN LIME	12/24 OZ	RICH-IN-ALL 2113225	3	25.31	25.86	Market
4313	GELATIN CHERRY	12/24 OZ	RICH-IN-ALL 2113220	3	25.31	25.86	Market
	GRAVY, DRY, COUNTRY MIX, LOW SODIUM, PEPPERED	12/12OZ	CONESTOGA #99484	10	18.00	18.00	Special Order
2405	GRAVY, DRY, TURKEY MIX	8/14OZ	FOOTHILL FARM #0797T0700	15	29.68	29.68	
6464	MAYONNAISE, LITE	1/30 LB	CHEF'S PRIDE #77199CHP	25	26.32	29.05	Market
5842	PAN COATING, AEROSOL SPRAY, PREMIUM	6/21OZ	VEGALENE #22021	50	30.39	31.04	
6793	PASTA MACARONI, DRY, WG-Rich	2/10 LB	DAKOTA GROWERS #92109	100	14.84	15.97	
6795	PASTA ROTINI PLAIN, DRY, WG-Rich	2/10 LB	DAKOTA GROWERS #92021	35	14.84	15.97	
6792	PASTA SPAGHETTI 10", DRY, WG-Rich	20LB	DAKOTA GROWERS #91322	100	14.84	15.97	
1623	PEPPERCINI, SLICED	4/1 GAL	SAVOR #596073	10	30.04	27.94	Market
6787	PICKLES, DILL SPEARS 500 CUT	5 GAL	GREEN BOY #GB09066	10	27.15	27.71	
1616	PICKLES, SL DILL 1/8 CRINKLE CUT	5GAL	KRUGER #KR57823	50	17.87	18.34	
6263	PORTION CONDIMENT: ITALIAN DRESSING	200/12g	AMERICANA #7160376079900	15	5.70	5.70	
6266	PORTION CONDIMENT: KETCHUP	1000/9g	HEINZ #130009848000	600	16.98	17.64	
4194	PORTION CONDIMENT: MAYONNAISE	500/9g	AMERICANA #7160377621500	40	16.57	16.57	
4492	PORTION CONDIMENT: MUSTARD	500/5.5g	PPI #705390	50	5.15	8.41	
2606	PORTION CONDIMENT: RANCH DRESSING	200/12g	AMERICANA #7160370023800	600	6.42	6.42	
3942	PORTION CONDIMENT: RELISH, PICKLE SWEET	200/9g	PPI #739520	50	6.03	9.42	
6430	PORTION CONDIMENT: SOY SAUCE	500/9g	LADY #712575	10	6.65	6.65	Market
6429	PORTION CONDIMENT: SWEET & SOUR SAUCE	500/5OZ	DOUBLE HI #715557	10	18.89	19.67	Market
3607	PORTION CONDIMENT: SYRUP, MAPLE	100/1OZ	MADEIRA FARMS #713951	450	5.31	8.81	
3941	PORTION CONDIMENT: TACO SAUCE	500/9g	PPI #741580	150	11.26	12.75	
909375	POTATO, DEHYDRATED, BABY REDS ***USDA COMMODITY**	8/32.85 OZ	IDAHOAN #2970000344	250	46.62	42.69	Commodity Special Order
5839	RAISIN SEEDLESS, BULK	1/30LB	CHRISTIAN #53300	5	42.73	46.48	Market
5879	RAISIN SEEDLESS, DARK	144/1.5OZ	BOGHOSIAN #5318	15	27.43	30.39	Market
5730	RICE, BROWN, LONG GRAIN, PARBOILED	25# ONLY	RICELAND #26225	15	10.64	10.64	

217

PRODUCT #	DRY: GROCERIES, CONT.	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
3754	SAUCE, BARBECUE, MILD FLAVOR	4/1 GAL	KINDER'S #15911	50	30.23	30.23	
907014	SEASONING, CHILI DRY MIX	6/8.05OZ	FOOTHILL FARMS #V417A190	5	17.61	17.61	Special Order
1531	SEASONING, RANCH DRY MIX	18/3.2OZ	FOOTHILL FARMS #V400JA190	10	20.60	20.60	
3149	SEASONING, SOUP BASE, CHICKEN	12/1LB	FOOTHILL FARMS #062TT0700	30	32.38	32.38	
6892	SPICE, BASIL LEAVES	1.5LB	TAMPICO #80014	10	6.85	6.85	
6831	SPICE, CHILI POWDER	1LB	TAMPICO #80285	25	4.33	4.33	
6833	SPICE, CINNAMON GROUND	1LB	TAMPICO #80031	5	4.85	4.85	
6835	SPICE, CUMIN GROUND	1LB	TAMPICO #80041	15	4.51	4.51	
6829	SPICE, CREAM OF TARTAR	2LB	TAMPICO #80195	5	13.54	13.54	
6837	SPICE, GARLIC GRANULATED	1LB	TAMPICO #80161	25	9.21	1.5#	
	SPICE, GARLIC & HERB SEASONING	3/21OZ	MRS DASH #J058S6900	25	44.38	91.27	Market Special Order 6-21oz
6839	SPICE, GARLIC POWDER	1LB	TAMPICO #80163	25	6.31	6.31	
6826	SPICE, GINGER GROUND	1LB	TAMPICO #80053	25	5.07	6.31	
6842	SPICE, ITALIAN SEASONING	8OZ	TAMPICO #80111	25	3.65	3.65	
7216	SPICE, MARJORAM LEAVES	4OZ	TAMPICO #80059	10	2.51	2.51	
6846	SPICE, MUSTARD SEED POWDER	1LB	TAMPICO #80063	10	5.02	5.02	
6863	SPICE, NUTMEG GROUND	1LB	TAMPICO #80067	5	12.40	12.40	
6849	SPICE, ONION POWDER	1LB	TAMPICO #80159	25	3.77	3.77	
6848	SPICE, ONION CHOP, DEHYDRATED	12OZ	TAMPICO #80155	25	3.44	3.44	
6862	SPICE, OREGANO	1.5LB	TAMPICO #80070	20	9.80	9.80	
6851	SPICE, PAPRIKA	1LB	TAMPICO #80145	5	4.22	4.22	
6853	SPICE, PARSLEY FLAKES	10OZ	TAMPICO #80076	25	6.99	6.99	
6855	SPICE, PEPPER GROUND	1LB	TAMPICO #80217	25	5.74	5.74	
7225	SPICE, PEPPER LEMON	1.5 LB	TAMPICO #80113	25	8.84	7.17	
6864	SPICE, THYME	2LB	TAMPICO #80104	10	10.37	10.37	
3477	SUGAR, GRANULATED	25LB	HYTOP	25	17.58	16.48	Market
6945	VINEGAR, WHITE WINE	GAL	RICH IN ALL #3604526	50	12.41	12.41	Market 4-1gal
PRODUCT #	DRY: SNACKS & BEVERAGES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
6260	CEREAL BAR - CINN TOAST	96CT	#45576 GENERAL MILLS	10	28.88	28.44	
6258	CHEX MIX - CHEDDAR	60/0.92OZ	#16000-31932	10	22.61	22.11	
6257	CHEX MIX - STRAWBERRY YOGURT	60/1.02OZ	#16000-31937	10	22.61	22.11	
5157	CHIP REDUCED FAT WG DORITOS NACHO CHEESE	72/1 OZ	FRITO LAY #28400-31748-1	25	21.50	21.85	
5161	CHIP REDUCED FAT WG DORITOS COOLER RANCH	72/1 OZ	FRITO LAY #28400-36096-8	25	21.50	21.85	
6633	CHIP REDUCED FAT WG DORITOS SPICY SWEET CHILI	72/1 OZ	FRITO LAY #28400-08872-5	25	21.50	21.85	
4945	CHIP BAKED CHEETOS CRUNCHY FLAM'IN HOT	104/0.88 oz	FRITO LAY #28400-62984	25	31.05	31.56	

218

PRODUCT #	DRY: SNACKS & BEVERAGES, CONT.	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
3984	CHIP POTATO-REGULAR LAYS	420/5 OZ	LAY #198462		15.08		
6881	CRACKERS, CHEE-ITS	60/1 OZ	#024100104802	10	15.04	14.53	
908387	CRACKER, CHEDDAR BUNNIES ANNIE'S	100/0.75OZ	GENERAL MILLS #49828	225	30.50	30.84	Special Order
3528	CRACKER, ELF GRAHAM WG; CINNAMON	150/1 OZ	KEEBLER #40221	50	29.74	29.74	
3550	CRACKER, ELF GRAHAM WG; CHOCOLATE	150/1 OZ	KEEBLER # 40239	50	29.74	29.74	
4145	CRACKER, GRAHAM, APPLE CINNAMON BEAR, WG	300/2 PK	MJM #403001	40	38.63	38.57	
4146	CRACKER, GRAHAM, CHOCOLATE BEAR WG	300/2 PK	MJM #402001	40	38.63	39.57	
6469	CRACKER, GRAHAM, MAPLE WAFFLE, WG	300CT	MJM #408001	40	38.63	39.57	
7007	CRACKER, SAVORY BITES, WHEAT, WG	155/1OZ	MJM #801155	140	26.76	26.76	
7487	GOLDFISH GIANT GRAHAM - CINNAMON	300/0.09oz	GOLDFISH #26830	25	49.06	49.71	Market
5933	GRANOLA BAR, NATURE VALLE CHEWY MAPLE	125/1.26OZ	#31441-5	25	24.44	24.44	
6579	DRINK, G2 FREEZE GATORADE	24/12 OZ	GATORADE #12007	15	12.18	12.27	
6580	DRINK, G2 FRUIT PUNCH GATORADE	24/12 OZ	GATORADE #12202	15	12.18	12.27	
6495	DRINK, G2 GRAPE GATORADE	24/12 OZ	GATORADE #12203	15	12.18	12.27	
6804	DRINK, G2 LEMON LIME GATORADE	24/12 OZ	GATORADE #12463	15	12.18	12.27	
6581	DRINK, G2 ORANGE GATORADE	24/12 OZ	GATORADE #12204	15	12.18	12.27	
7382	DRINK, IZZE, APPLE	24/8.4OZ	IZZE BEV #01507-8	20	12.20	12.29	
7384	DRINK, IZZE, BLACKBERRY	24/8.4OZ	IZZE BEV #01502-3	20	12.20	12.29	
7415	DRINK, IZZE, PEACH	24/8.4OZ	IZZE BEV #01052-0	20	12.20	12.29	
907268	DRINK, IZZE, POMEGRANTE	24/8.4OZ	IZZE BEV #01508-5	20	12.20	12.29	Special Order
4527	DRINK, PROPEL ZERO, BERRY	24/16.9OZ	PROPEL #00169-0	50	13.68	13.76	
4528	DRINK, PROPEL ZERO, LEMON	24/16.9OZ	PROPEL #00167-6	50	13.68	13.76	
5177	DRINK, PROPEL ZERO, STRAWBERRY KIWI	24/16.9OZ	PROPEL #00171-3	50	13.68	13.76	
7495	DRINK, PROPEL ZERO, WATERMELON	24/16.9OZ	PROPEL #01359-4	50	13.68	13.76	
7391	DRINK, SWITCH SMOOTHIE, MANGO	24/8OZ	SWITCH #00354SM	15	15.28	No Bid	
7390	DRINK, SWITCH SMOOTHIE, STRAWBERRY BANANA	24/8OZ	SWITCH #00352SM	15	15.28	No Bid	
7365	JUICE, APPLE, 100% FRUIT JUICE	40/4.23OZ	SUNCUP #400305	2000	6.15	6.35	
7367	JUICE, FRUIT PUNCH, 100% FRUIT JUICE	40/4.23OZ	SUNCUP #400805	2000	6.15	6.35	
7368	JUICE OJ/TANGERINE, 100% FRUIT JUICE	40/4.23OZ	SUNCUP #402405	1500	6.15	6.35	
1617	JUICE, CRAN/RASPBERRY, 100% FRUIT JUICE	40/4.23OZ	SUNCUP #402300	500	6.15	6.35	
7366	JUICE, GRAPE, 100% FRUIT JUICE	40/4.23OZ	SUNCUP #400505	500	6.15	6.35	
7369	JUICE, VERY BERRY, 100% FRUIT JUICE	40/4.23OZ	SUNCUP #402505	2000	6.15	6.35	
1644	JUICE, STRAWBERRY KIWI, 100% FRUIT JUICE	40/4.23OZ	SUNCUP #402600	1500	6.15	6.35	
1661	JUICE, MANGO TWIST, VEG JUICE	40/4.23OZ	SUNCUP #402800	500	7.81	7.98	
1660	JUICE, PARADISE PUNCH, VEG JUICE	40/4.23OZ	SUNCUP #402900	750	7.81	7.98	
7609	MILK, SOY, ORIGINAL, "SMART"	24/8 OZ	PEARL #06183	300	16.22	16.22	Market
6631	POPCORN, SMARTFOOD DELIGHT, WHITE CHEDDAR	72/0.5OZ	FRITO LAY #28400-25566	25	21.50	21.85	

219

PRODUCT #	DRY: SNACKS & BEVERAGES, CONT.	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
5434	POP-TARTS WG CINNAMON (SINGLE CT)	120/1.76OZ	KELLOGG'S #388000-55122	25	38.91	38.52	
6782	POP-TARTS WG FROSTED FUDGE (SINGLE CT)	120/1.76OZ	KELLOGG'S #38000-12070	25	38.91	38.52	
5433	POP-TARTS WG STRAWBERRY(SINGLE CT)	120/1.76OZ	KELLOGG'S #38000-55130	25	38.91	38.52	
6632	PRETZELS, HEARTZELS WG ROLD GOLD	104/0.7OZ	ROLD GOLD #159401	100	31.05	31.56	
6191	PRETZELS, GOLDFISH WG	300/0.75OZ	GOLDFISH #14396	25	46.29	46.86	Market
6565	RICE KRISPIES TREAT WG	4/20CT	KELLOGG'S #38000-11052	25	34.21	34.21	
6152	WATER, SPRING WATER PLASTIC BOTTLE	35/16.9OZ	CRYSTAL GEYSER #35001	1000	4.55	4.55	
PRODUCT #	NON-FOOD SUPPLIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENT
5019	BAG, FOIL, UNMARKED 6X0.75X6.75	1000ct	BagCraft #300533	250	52.18	51.64	Market
6588	BAG, PLASTIC, HI-DEN SADDLE 6.5X7	2000ct	IBS PC657SP	200	10.21	13.24	Market
5569	BOX, PIZZA 16"	50CT	Arvco Danco #5569	25	21.20	21.90	Market
4640	CLEANSER, POWDER, DEODERANT W/BLEACH	24/21OZ	Ajax #14278	5	22.16	22.87	Market
5388	CUP, PLASTIC, CLEAR 2OZ	20/125ct	Dart 200PC	10	20.74	44.34	Market
5391	LID, PLASTIC, FITS 2OZ	20/125ct	DART PL200N	10	21.53	30.03	Market
5387	CUP, POLYPROPYLENE, CLEAR 4OZ, HEAT SAFE TO 180F	20/125ct	DART 400PC	75	36.60	77.72	Market
5390	LID, POLYPROPYLENE, CLEAR, FITS 4OZ, HEAT SAFE TO 180F	20/125ct	DART PL4N	75	29.12	41.03	Market
900724	CUP, PET, CLEAR, SQUAT, 9OZ	20/50CT	SOLO TP9R	45	44.72	62.20	Special Order Market
7605	LID, PET, CLEAR, FITS 9OZ, W/ SLOT	10/100CT	SOLO 662TS	45	22.89	32.48	Market
6287	FILM, PLASTIC 18" X 2000' / ROLL		Western Plastics 182	60	13.32	13.83	Market
6282	FOIL ALUMINUM SHEET 12"x10.75" POP UP	6/500CT	Western Plastics 635	15	48.37	52.16	Market
4359	HAIR NET	10/144CT	GOLDMAX #21521	15	91.77	91.77	
4041	LINERS, PAPER BAKERY PAN, 16"x24"	1000ct	PATERSON #2405161	160	30.78	30.78	
4427	LINERS, PAPER, PIZZA/SAND WRAP, WHITE, 14"x14"	4/1000CT	BAGCRAFT #057014	5	79.10	86.21	Market
3939	NAPKINS, DISPENSER 7"x13.25"	10,000CT	NOVA	5	28.27	28.27	Market
900833	PAD SCOUR XHV NYLON 3.5 "X 6"	60CT	ACS S86	15	17.40	18.52	Market Special Order
3239	TRAY CHIP BOARD SCHOOL CN BROWN TRAY 8.5"Lx5.5"W	500	GOLDEN WEST KMA582CN	100	17.66	23.65	
3330	TRAY, FOAM, 5 COMPARTMENT SCHOOL LUNCH	500ct	PACTIV YTHB0500	2000	18.48	26.59	Black
6017	TRAY, PAPER, RED PLAID, 2.5 LB #250	500ct	SOUTHERN #0521	1500	14.59	16.07	
5836	TRAY, PAPER, RED PLAID, 2 LB #200	1000CT	GOLDEN WEST FT200KB	75	14.62	17.12	
5835	TRAY, PAPER, RED PLAID, 1 LB #100	1000CT	GOLDEN WEST FT100KB	120	12.78	14.95	
	UTENSIL PACK, FORK W/ NAPKIN & STRAW (5-5/8")		POLYKING #SK7	250	15.27	20.19	250ct Special Order
600347	UTENSIL PACK, SPORK W/ NAPKIN & STRAW (5-5/8" BLUE)	1000ct	POLYKING #SK2	1500	10.42	18.99	

220

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Danielson Company
Organization Name

PR/Award Number or Project Name

Steven P. Schwartz Bid Manager
Name(s) and Title(s) of Authorized Representative(s)

Steven P. Schwartz
Signature(s)

7-12-2021
Date

The Danielsen Company does not lobby

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

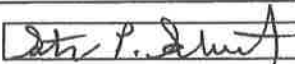
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
The Danielsen Company	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: Steven Middle Name: P
* Last Name: Schwartz	Suffix: <input type="text"/>
* Title: Bid Manager	
* SIGNATURE: 	* DATE: 7-12-2021

NONCOLLUSION AFFIDAVIT

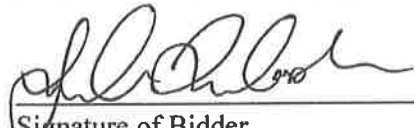
**TO BE EXECUTED
BY THE BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA)
)
County of Butte)

Jennifer Ruloph, after first being by me duly sworn,
declares that:

He or she is bid coordinator of The Danielson
Company the party making the foregoing bid, that the bid is not made
in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to
put a false or sham bid, and has not directly or indirectly colluded, conspired, connived,
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain
from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of bidder or
any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that
of any other bidder, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in bid
are true; and, further, that the bidder has not, directly or indirectly, submitted his or her
bid price or any breakdown thereof, or the contents thereof, or divulged information or
data relative thereof, or paid, and will not pay, any fee to any corporation, partnership,
company, association, organization, bid depository, or to any member or agent thereof to
effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.



Signature of Bidder

Subscribed and sworn before me by _____

this _____ day of _____, 20____

(SEAL)

**See Attached California
All-Purpose Acknowledgement**

Jurat

NOTARY PUBLIC

(Pub. Contract Code 7106)

223

06/02

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Butte

Subscribed and sworn to (or affirmed) before me on this 12 day of July
20 21, by Jennifer Buloph

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

Isidro Chavez
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

(Title of document)

Number of Pages _____

Document Date _____

(Additional Information)

CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

Partner

Attorney-In-Fact

Trustee

Other: _____



DANIE-2

OP ID: ST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Matt Davis Insurance Agency 175 East Ave. Chico, CA 95926 Matt R. Davis	530-898-9960	CONTACT NAME: Shelly L. Thompson PHONE (A/C, No, Ext): 530-898-9960 FAX (A/C, No): 530-898-9961 E-MAIL ADDRESS: shelly@mattdavisinsurance.com
INSURED The Danielson Company, Inc. 435 Southgate Court Chico, CA 95928		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 25674

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y-630-5P311292-TIL-21	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		810-5P313722-21-14-G	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EX-9R584164-21-14	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance Only.

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

225



Marysville Joint Unified School District

Nutrition Services

1919 B Street * Marysville, CA 95901

P: (530) 749-6178 F: (530) 741-7829

July 1, 2021

Tanda Chavez
Sysco Sacramento, Inc
Chavez.Tanda@sac.sysco.com

RE: Extension of Grocery Supplies RFP #20-1003 & Non-Food Supplies RFP #20-1004 & RFP #21-1010

Dear Ms. Chavez:

Thank you for a successful year of delivery of grocery and supply products to the Marysville Joint Unified School District. We would like to extend the current agreement to the 2021/22 school year. Item 19 on page 6 of the bid document states, "In accordance with Section 39644 of the Education Code, MJUSD reserved the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor."

Attached is a copy of the awarded bid items for delivery of products to three locations, including Marysville High, Lindhurst High, and our district warehouse. We request that 2020/21 prices hold firm for the period of August 1, 2021 – July 31, 2022. However, if prices cannot be held firm, then please fill out the product price list in its entirety. Please sign and the date all four attachments.

As required by federal regulation (7CFR 3017.110-3018.110), the attached forms must be completed upon extension of existing contracts.

1. Suspension and Debarment Certification Form
2. Certification Regarding Lobbying
3. Non-Collusion Affidavit
4. Product Price List

To extend this agreement, please respond in writing by July 9th, 2021, and include the above mentioned forms with original signatures. I am looking forward to working with Sysco Sacramento in the new school year.

Sincerely,

Amber Watson, RD, SNS
Director, Nutrition Services

Cc: Sallie Smyers
Attachments

226

July 8, 2021

Amber Watson
Director, Nutrition Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA. 95901



Sysco Sacramento
7062 Pacific Avenue
Pleasant Grove, CA 95668
T 916.569.7000

**RE: Extension of Grocery Supplies RFP #20-1003 & Non Food Supplies RFP #20-1004
& RFP# 21-1010**

Dear Amber,

Enclosed, please find the Sysco Sacramento, Inc. quote for the 2021-2022 School year.

The prices quoted will be held for only those items that are specifically awarded to Sysco Sacramento, Inc. If an item is not awarded, Sysco is not obligated to the originally quoted price and reserves the right to re-quote the item should it be necessary. Wherever possible, we have tried to secure pricing through June 30, 2022. Should we receive notification from our manufacturer of price changes due to the volatility in the market/Covid-19 where contract pricing with the manufacturer cannot be extended, we will give you written notice of intent to change price, as well as establish new guarantee dates. Some pricing is only guaranteed through December 31, 2021 per vendor agreement. Once new vendor agreements starting January 1, 2022 are received we will establish new bid pricing to the end of the bid term.

Some items may not currently be stocked in our warehouse. Upon award of bid, specified items will be brought into stock. The lead time on Special Order items vary and an order form will be available listing the lead time for each item.

Please NOTE: We require a minimum of four weeks lead time between bid award notification and first order/delivery to ensure that your bid pricing is correct in our system and we have stock to meet your needs.

Product specification sheets are available for awarded items.

All deliveries must be 15 cases or larger and \$500.00.

Should you have any questions regarding this bid, pack sizes, pricing, nutritional specs or need a sample please contact myself or your Sales Representative Sallie Smyers (530) 379-3606.

Sincerely, 

Tanda Chavez
Contracts and Bids Specialist
Sysco Sacramento, Inc.
Tele: 916.569.7045
Fax: 877.571.1243
Tanda.Chavez@sysco.com

Marysville Joint Unified School District
Nutrition Services
Extension of RFP #20-1003 - Groceries
August 1, 2021 - July 31, 2022

Supplier: Sysco Sacramento, Inc.

Signature: Tanda Chavez

Printed Name: Tanda Chavez

Date: 7/8/2021

LINE #	CANNED VEGETABLES & FRUITS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
FV2	BEANS, BBQ BAKED	6#10	SYS CLS #6326607	5	31.68	30.64	
Add-on	HOMINY, WHITE	6#10	CASACLS #3435823	15	60.82	20.24	
LINE #	FROZEN & REFRIGERATED FOODS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
FRZ5	BAR, BUTTERMILK WHOLE GRAIN, IND. WRAP	72/2 COUNT	DAVES BAKERY#WG1001	15	22.85	27.09	
FRZ19	BREAD, TELERA ROLL SLICED WG-Rich (2.5G)	12/12 CT	SHANNON'S #SB-490	5	37.83	42.74	
FRZ26	CROISSANT, SLICED, WG	48/2.35OZ	SARA LEE #41315	25	17.80	26.84	
LINE #	DRY: GROCERIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
DRY3	BEANS, REFRIED VEGTRN DEHY	6/30 OZ	CASA SOLANA #PBD1601CSS	250	21.95	21.44	
DRY4	CAKE MIX, CHOCOLATE LOW FAT	6/5LB	BKRSCLS #5910518	2	61.66	61.78	
DRY5	CAKE MIX, WHITE LOW FAT	6/5LB	BKRSCLS #589-8051	2	59.06	59.20	
DRY6	CAKE MIX, YELLOW LOW FAT	6/5LB	BKRSCLS #5908371	2	59.03	59.20	
DRY27	MILK, DRY NONFAT INSTANT POWDER	6/5LB	SYS CLS #33227205410	15	58.54	65.99	
DRY33	PEPPER RED DICED FCY	24#300	SYS IMP # 01014300240300	20	38.07	36.86	
DRY49	PUDDING MIX CHOCOLATE INST	12/24OZ	SYS CLS # 53037	2	32.28	31.80	
DRY50	PUDDING MIX VANILLA INST	12/24OZ	SYS CLS # 53044	2	32.22	28.70	
DRY55	SAUCE, SOY, LOW SODIUM/LIGHT	6/0.5 GAL	KIKOMAN #57222	10	36.80	40.41	
DRY79	SPICE, SALT	24/26OZ	SUPIORS #5232719	5	8.36	5.22	
Add-on	SUGAR, BROWN LIGHT	24/1LB	C&H #5332473	10	24.24	24.97	
LINE #	DRY: SNACKS & BEVERAGES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	2020/21 CASE PRICE	2021/22 CASE PRICE	COMMENTS
SN40	DRINK, NAKED, BLUE MACHINE	8/10 OZ	NKD.JUCE #000-82592-01037-7	5	10.02	10.02	
SN41	DRINK, NAKED, BERRY BLAST	8/10 OZ	NKD.JUCE #000-82592-63117-6	5	10.02	10.02	
SN42	DRINK, NAKED, GREEN MACHINE	8/10 OZ	NKD.JUCE #100-82592-63076-3	5	10.02	10.02	
SN43	DRINK, NAKED, MIGHTY MANGO	8/10 OZ	NKD.JUCE #000-82592-63072-8	5	10.02	10.02	
SN44	DRINK, NAKED, STRAWBERRY BANAN	8/10 OZ	NKD.JUCE #000-82592-63071-1	5	10.02	10.02	

**Marysville Joint Unified School District
Nutrition Services**

**Extension of RFP #20-1004 & #21-1010 - Non-Food Supplies
August 1, 2021 - July 31, 2022**

Supplier: Sysco Sacramento, Inc.

Signature: Tanda Chavez

Printed Name: Tanda Chavez

Date: 7/8/2021

LINE #	NON-FOOD SUPPLIES	ESTIMATED ANNUAL USAGE	PACK	BRAND	PRODUCT CODE	20/21 CASE PRICE	21/22 CASE PRICE	COMMENT
S1	APRON, WHITE DISPOSABLE BIB FIRE RETARD	5	5/100ct	SYS CLS	5330873	29.89	29.89	
S2	BAG, FRENCH FRY PLAIN 4.5X4.5	5	2000ct	ZENITH	4572491	26.21	33.52	
S6	BAG, PLASTIC, ZIPPER LOCK, GALLON	25	250ct	SYS CLS	7863634	10.94	10.94	
S7	BAG, PLASTIC, ZIPPER LOCK, QUART	20	500ct	SYS CLS	7863540	13.16	13.16	
S9	BOWL, INCREDIBLE, 12OZ BOWL & LID COMBO PACK	550	250ct	Anchor Packaging	CDM5816B	35.95	No Bid	See attached for Alternate
S15	COVER BUN RACK, CLEAR, ROLL, DISPOSABLE	10	50ct	SYS CLS	5854377	11.50	11.50	
S20	CUP, FOAM, 4OZ SQUAT, HEAT SAFE TO 180F	100	20/50ct	DART 4J4	4330452	20.10	22.52	
S21	LID, FITS FOAM 4OZ CUP, HEAT SAFE TO 180F	100	10/100ct	DART 4JL	4397378	13.47	15.68	
S33	FOIL, ALUMINUM HEAVY DUTY, 18"X1000'	75		SYS CLS	6938336	37.61	55.58	
S44	LINER PAN, OVENABLE, DEEP, 24X12, 1/2 PAN SIZE	10		SYS CLS	1847482	13.59	12.95	
S45	LINER, PAN, OVENABLE, DEEP, FULL PAN SIZE	90		HANGARD	9719816	23.37	No Bid	See attached for Alternate
S47	OVEN, MITT, PYROTEX 17"	15	2 pair	SYS CO	3781952	16.23	19.07	
S48	OVEN, PAN GRABBER, 8.5"x11.5"	50	3 each	SYS CO	2764108	8.68	8.34	
S16	SANWICH WEDGE, POLY COATED PAPERBOARD WINDOW	125	300CT	Southern Champion Tray	24103	31.40	No Bid	Item Unavailable
S50	SCOOP PORTION #6	12		WINCO	5012739	6.29	7.10	
S51	SCOOP PORTION #10	12		SYS CO	4338786	7.63	7.24	
S52	SCOOP PORTION #12	10		WINCO	5014335	6.23	5.72	
S53	SCOOP PORTION #16	10		WINCO	5014335	6.23	5.72	
S54	SCOOP PORTION #30	6		WINCO	5014129	6.10	6.89	
S55	SCOOP PORTION #40	6		SYS CO	4338778	6.60	6.32	
S56	SPOODLE PORTION SCOOP, PERFORATED 2OZ	12		VOLLRTH	4035119	5.14	4.98	
S57	SPOODLE PORTION SCOOP, SOLID 2OZ	12		VOLLRTH	4035127	6.48	6.28	
S58	SPOODLE PORTION SCOOP, PERFORATED 4OZ	12		VOLLRTH	5881693	6.82	6.61	
S59	SPOODLE PORTION SCOOP, SOLID 4OZ	12		VOLLRTH	5881628	12.16	12.32	
S60	THERMOMETER, FREEZER/REFR, -40F - 80F	30	2 each	SYS CO	1954148	8.01	7.59	
S61	THERMOMETER, OVEN, 100F - 600F	10	1 each	SYS CO	4049573	3.35	3.14	
S62	THERMOMETER WIPES	30		ECOLAB	1261357	10.43	8.87	
S63	TONGS, PLASTIC, 6"	5		SYS CO 6ct	4062048	8.51	7.98	
S64	TONGS, PLASTIC, 9"	5		CARLISL	4340451	3.11	3.71	
S65	TOWEL, DISPOSABLE, GREEN/WHITE 13X20	100		SYS CLS	287849	22.47	No Bid	See attached for Alternate
S70	TRAY, PAPER, RED PLAID, 1/2 LB #50	65		MPK FDS	9457904	14.06	38.15	

229

Line #	School Item Description	SUPC	Pack	Size	Brand	Item Description	MFG#	Bid Price	Comments
1.00	CANNED VEGETABLES & FRUITS								
2.00	BEANS, BBQ BAKED	8328607	6 #10		SYS CLS	BEAN BAKED OVEN PREMIUM	8328607	\$ 30.64	
3.00	HOMINY, WHITE	3435823	6 #10		CASACLS	HOMINY WHITE	75213179	\$ 20.24	
4.00	FROZEN & REFRIGERATED FOODS								
5.00	BAR, BUTTERMILK WHOLE GRAIN, IND. WRAP	1623620	72 2.5 OZ		DAVE'S	SNACK BAR BTRMLK TWIN WHLGRAIN	WG1001	\$ 27.09	
6.00	BREAD, TELERA ROLL SLICED WG-Rich (2.5G)	3787458	12 12 CT		SHANNON	ROLL WHEAT TELERA WG SLI	SB-480	\$ 42.74	
7.00	CROISSANT, SLICED, WG	7007401	48 2.35OZ		SARALEE	CROISSANT WHOLE GRAIN	41315	\$ 26.84	
8.00	DRY: GROCERIES								
9.00	BEANS, REFRIED VEGTRN DEHY	7404619	6 30 OZ		CASACLS	BEAN REFRIED VEGTRN DEHY	PBD16301C5SMVG	\$ 21.44	
10.00	CAKE MIX, CHOCOLATE LOW FAT	5910518	6 5LB		BKRSCLS	MIX CAKE CHOC CHOC COMPLT	5910518	\$ 61.78	
11.00	CAKE MIX, WHITE LOW FAT	5898051	6 5LB		BKRSCLS	MIX CAKE WHITE COMPLT	589-8051	\$ 59.20	
12.00	CAKE MIX, YELLOW LOW FAT	5908371	6 5LB		BKRSCLS	MIX CAKE YELLOW COMPLT	5908371	\$ 59.20	
13.00	MILK, DRY NONFAT INSTANT POWDER	5398946	1 25 LB		SYS CLS	MILK DRY NFAT INST GRANULATE	33227205410	\$ 65.99	
14.00	PEPPER RED DICED FCY	6693642	24 #300		SYS IMP	PEPPER RED DICED FCY	1014300240300	\$ 36.86	
15.00	PUDDING MIX CHOCOLATE INST	4010872	12 24 OZ		SYS CLS	PUDDING MIX CHOCOLATE INST	53037	\$ 31.80	
16.00	PUDDING MIX VANILLA INST	4010922	12 24 OZ		SYS CLS	PUDDING MIX VANILLA INST	53044	\$ 28.70	
17.00	SAUCE, SOY, LOW SODIUM/LIGHT	4897641	6 5 GAL		KIKOMAN	SAUCE SOY LIGHT	57222	\$ 40.41	
18.00	SPICE, SALT	4552840	1 25 LB		SYS CLS	SALT GRANULATED PLAIN	100012376	\$ 5.22	
19.00	SUGAR, BROWN LIGHT	5332473	24 1 LB		C&H	SUGAR BROWN LIGHT	404816	\$ 24.97	
20.00	DRY: SNACKS & BEVERAGES								
21.00	DRINK, NAKED, BLUE MACHINE	3773625	8 10OZ		NKD JUICE	JUICE DRINK BLUE MACH	1037	\$ 10.02	
22.00	DRINK, NAKED, BERRY BLAST	8697411	8 10 OZ		NKD JUICE	JUICE DRINK BRY BLAST	53117	\$ 10.02	
23.00	DRINK, NAKED, GREEN MACHINE	8703680	8 10 OZ		NKD JUICE	JUICE DRINK GREEN MACH	53076	\$ 10.02	
24.00	DRINK, NAKED, MIGHTY MANGO	8697423	8 10 OZ		NKD JUICE	JUICE DRINK MANGO	53072	\$ 10.02	
25.00	DRINK, NAKED, STRAWBERRY BANAN	97008	8 10 OZ		NKD JUICE	JUICE STWBRY BAN	82592630711	\$ 10.02	
26.00	NON-FOOD SUPPLIES								
27.00	APRON, WHITE DISPOSABLE BIB FIRE RETARD	5330873	5 100 CT		SYS CLS	APRON POLY EMBSD WHT 28X48 ECO	303764808	\$ 29.89	
28.00	BAG, FRENCH FRY PLAIN 4.5X4.5	4572491	2000 EA		ZENITH	BAG FRENCH FRY PLAIN 4.5X4.5	6	\$ 33.52	
29.00	BAG, PLASTIC, ZIPPER LOCK, GALLON	7863634	1 25OCT		SYS CLS	BAG PLAS RECLOSE GAL XX-HEAVY	304985530	\$ 10.94	
30.00	BAG, PLASTIC, ZIPPER LOCK, QUART	7863540	1 50OCT		SYS CLS	BAG PLAS RECLOSE QRT 7X8 XXHY	304985520	\$ 13.16	
31.00	BOWL, INCREDIBLE, 12OZ BOWL & LID COMBO PACK	7648031	1 25OCT		ANCHPKG	BOWL PLAS W/L 12OZ INCREDIBOWL	4115816	No Bid	Disco by vendor
31.01	BOWL, INCREDIBLE, 12OZ BOWL & LID COMBO PACK	5267978	250 12 OZ		ANCHPKG	BOWL POLY MICROWV INCREDIBOWL	4605816	\$ 44.35	Alternate Item 7848031 discontinued
31.02	BOWL, INCREDIBLE, 12OZ BOWL & LID COMBO PACK	5268012	250 12-20Z		ANCHPKG	LID PLAS MICROWV FINCREDI-BOWL	4335802	\$ 36.92	Alternate lid for above item

230

Line #	School Item Description	SUPC	Pack	Size	Brand	Item Description	MFG#	Bid Price	Comments
32.00	COVER BUN RACK, CLEAR, ROLL, DISPOSABLE	5854377	50	52X80"	SYS CLS	COVER PLAS BUN PAN RACK 15MC	303679873	\$ 11.50	
33.00	CUP, FOAM, 4OZ SQUAT, HEAT SAFE TO 180F	4330452	20	50 CT	DART	CUP FOAM 4 OZ	4J4	\$ 22.52	
34.00	LID, FITS FOAM 4OZ CUP, HEAT SAFE TO 180F	4397376	10	100 CT	DART	LID PLAS VENT TRAN FOR 4J4	4JL	\$ 15.68	
35.00	FOIL, ALUMINUM HEAVY DUTY, 18"X1000'	6938336	1	18 IN	SYS CLS	FOIL ALUMN ROLL STD WGT 1000 FT	W69317	\$ 55.58	
36.00	LINER PAN, OVENABLE, DEEP, 24X12, 1/2 PAN SIZE	1647462	1	100 CT	SYS CLS	LINER PAN OVENABLE 24X12	304985040	\$ 12.95	
37.00	LINER, PAN, OVENABLE, DEEP, FULL PAN SIZE	9719816	100	34X16	HANGARD	LINER PAN OVENABLE DEEP 34X16	304985022	No Bid	Disco by vendor
37.01	LINER, PAN, OVENABLE, DEEP, FULL PAN SIZE	7096095	1	100CT	SYS CLS	LINER PAN NYLON OVEN 34X16	304985012	\$ 23.89	Alternate Item 9719816 is disco
38.00	OVEN, MITT, PYROTEX 17"	3781952	2	PAIR	SYSCO	MITT OVEN PYROTEX BEIGE 17IN	2PX47BETT-4PS	\$ 19.07	
39.00	OVEN, PAN GRABBER, 8.5"x11.5"	2764108	3	EACH	SYSCO	PAN GRABBER TRY KNT 8.5X11.5IN	PG1IMP-3PS	\$ 8.34	
40.00	SANWICH WEDGE, POLY COATED PAPERBOARD WINDOW	8339824	1	300 CT	S CHAMP	BOX SANDWICH WDG W/MWINDOW			Disco by Vendor no replacement
41.00	SCOOP PORTION #8	5012739	1	NO 12	WINCO	DISHER STNLS SOLID GREEN HNDL	ICD-12	\$ 7.10	
42.00	SCOOP PORTION #10	4338788	1	#10	SYSCO	DISHER STNLS SOLID IVORY HNDL	56172	\$ 7.24	
43.00	SCOOP PORTION #12	5014335	1	NO 16	WINCO	DISHER STNLS SOLID BLUE HNDL	ICD-16	\$ 5.72	
44.00	SCOOP PORTION #16	5014335	1	NO 16	WINCO	DISHER STNLS SOLID BLUE HNDL	ICD-16	\$ 5.72	
45.00	SCOOP PORTION #30	5014129	1	NO 30	WINCO	DISHER STNLS SOLID BLK HNDL	ICD-30	\$ 6.89	
46.00	SCOOP PORTION #40	4338776	1	#40	SYSCO	DISHER STNLS SOLID ORCHID HNDL	56178	\$ 6.32	
47.00	SPOODLE PORTION SCOOP, PERFORATED 2OZ	4035119	1	2 OZ	VOLLRTH	SPOODLE PERF S-S W/GRIP HNDL	VRH81155	\$ 4.98	
48.00	SPOODLE PORTION SCOOP, SOLID 2OZ	4035127	1	2 OZ	VOLLRTH	SPOODLE SOLID S-S W/GRIP HNDL	61157	\$ 6.28	
49.00	SPOODLE PORTION SCOOP, PERFORATED 4OZ	5881693	1	4 OZ	VOLLRTH	SPOODLE PERF SS GRAY HDL PLS	62170	\$ 6.61	
50.00	SPOODLE PORTION SCOOP, SOLID 4OZ	5881628	1	4 OZ	VOLLRTH	SPOODLE SOLID SS GRAY HDL PLS	62172	\$ 12.32	
51.00	THERMOMETER, FREEZER/REFR, -40F - 80F	1954148	2	EACH	SYSCO	THERMOMETER FRZR REFR -40-80F	335-02S-1	\$ 7.59	
52.00	THERMOMETER, OVEN, 100F - 600F	4049573	1	EACH	SYSCO	THERMOMETER OVEN 100-600 F/C	24HP-01S-1	\$ 3.14	
53.00	THERMOMETER WIPES	1261357	1	200 CT	ECOLAB	WIPER FDSVC FI THERM PROBE	7700113	\$ 8.87	
54.00	TONGS, PLASTIC, 6"	4082048	1	6 CT	SYSCO	TONG SALAD PLAS CLR 6 INCH	4006SYS-107	\$ 7.98	
55.00	TONGS, PLASTIC, 9"	4340451	1	19 IN	CARLISL	TONG SALAD PLAS RD/BRN	460901	\$ 3.71	
56.00	TOWEL, DISPOSABLE, GREEN/WHITE 13X20	267849	200	EA	SYS CLS	WIPER TOWEL GRN/WH 13X20 DRY	8301ASYS	No Bid	Disco by Vendor
56.01	TOWEL, DISPOSABLE, GREEN/WHITE 13X20	5630967	200	12X24"	SYSCO	WIPER TOWEL BLU/WH 12X24 DRY	F307007	\$ 21.58	Alternate Item 0257849 is disco
57.00	TRAY, PAPER, RED PLAID, 1/2 LB #50	9457904	1000	8 OZ	MPK FDS	TRAY PAPER RED PLAID 8OZ	FT050	\$ 20.01	

231

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Sysco Sacramento, Inc.

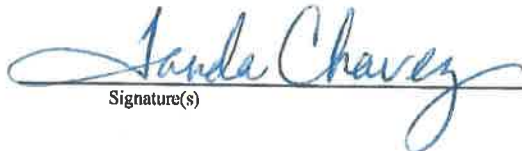
RFP#s - 20-1003,1004,1010

Organization Name

PR/Award Number or Project Name

Tanda Chavez - Contracts & Bids Specialist

Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

7/8/2021

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Sysco Sacramento, Inc.	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Tanda"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Chavez"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Contracts & Bids Specialist"/>	
* SIGNATURE: 	* DATE: <input type="text" value="7/8/2021"/>

NONCOLLUSION AFFIDAVIT

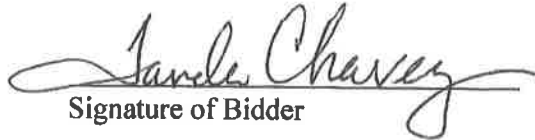
**TO BE EXECUTED
BY THE BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA)
)
County of Sutter)

Tanda Chavez, after first being by me duly sworn,
declares that:

He or she is Contracts & Bids Specialist of Sysco Sacramento, Inc.
_____ the party making the foregoing bid, that the bid is not made
in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to
put a false or sham bid, and has not directly or indirectly colluded, conspired, connived,
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain
from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of bidder or
any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that
of any other bidder, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in bid
are true; and, further, that the bidder has not, directly or indirectly, submitted his or her
bid price or any breakdown thereof, or the contents thereof, or divulged information or
data relative thereof, or paid, and will not pay, any fee to any corporation, partnership,
company, association, organization, bid depository, or to any member or agent thereof to
effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.


Signature of Bidder

Subscribed and sworn before me by _____

this _____ day of _____, 20____

(SEAL)

**SEE ATTACHED
NOTORIAL WORDING**

NOTARY PUBLIC

(Pub. Contract Code 7106)

234

06/02

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1-7 below)

☐ See Statement Below (Lines 1-6 to be completed by document signer(s), **not** notary).

Signature of Document Signer 1

Signature of Document Signer 2

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF SACRAMENTO }

Subscribed and sworn to (or affirmed) before me on this 07 day of July, 2021

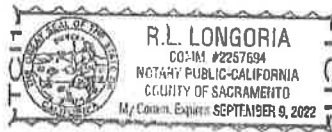
by Tanda Chavez

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary Public

(Seal)



Optional Information

Title or Type of Document: Affidavit

Document Date: JUL 07 2021

Number of Pages: 2 (including this page)

Right Fingerprint
Signer 1

Right Fingerprint
Signer 2

235