



Marysville Joint Unified School District
 Nutrition Services
 Price Quote for Delivery to a Single Location
 August 1, 2020 - July 31, 2021

Supplier: 
 Signature: 
 Printed Name: Michael A. Iddins
 Date: 7/1/2020

LINE #	NON-FOOD SUPPLIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
S1	6" - 8" Hoagie container	200	DART 836011-PS94	200	130.43	
S2	11" Hoagie container	200	DART 888612-PS94	200	152.92	
S3	Lunch Box Shallow 2-Comp	100	DART 878618-PS94	300	90.25	
S4	Snackbox Hinged PS Small 1/1	200	DART 851012-PS94	200	118.23	
S5	Mini Box Hinged 1/1 CPT	500	DART 850618-PS94	100	206.48	
S6	Incredi-Bowl Combo includes a 12 Oz. black base and clear lid	250	Anchor Packaging CDM5816B	300	48.76	
S7	Bag Paper Grocery, 1/6 BBL 57#	500	Earth Plus 2228623	200	58.67	
S8	Bag Paper Grocery, 70# 12x7x17	300	Duro #DU13606	300	51.41	
S9	Bag Paper Grocery, 1/6 EZ-K UP HANDLE SACK 70#	300 B/L	Virgin Craft APM4605816	300	63.82	
S10	Ice blanket 17" x 408"	1/50#	S-16482	20	NA	
S11	Fork Pack High/Int ONLY	1000	Goldmax SK7	20	19.64	XRF3606 Substitute
S12	Bag Plastic 12" X 24" .9 Mil 1/500CT	800	Howies A-1bb-1224-1-800-s-fs	50	42.99	Eikay Plastics 12" X 24", 1 Mil 1000ct
S13	Paperboard Pizza Slice Clamshell	400	Southern Champion Tray 0719	100	54.54	SQP Triangular Pizza Box 400 / cs
S14	Foil Aluminum Sheet 12" X 10.75" Pop Up	500	Reynolds 500	100	63.48	HFAJIF8960 Substitute 2,400ct
S15	Bag Foil (paper lined), Hot Dog, Silver, 3-1/2" x 1-1/2" x 8-1/2" size	1000	Packaging Dynamics 300456	30	37.98	
S16	Poly coated inside paperboard window sandwich wedge	300	Southern Champion Tray 24103	50	66.35	
S17	INCREDI-BOWL® 5" ROUND CLEAR MW LID	500	Anchor Packaging LH4800D	360	34.38	
S18	INCREDI-BOWL® 5" ROUND 8OZ	500	Anchor Packaging M4808B	180	43.56	
S19	INCREDI-BOWL® 5" ROUND 10OZ	500	Anchor Packaging M4810B	180	45.03	
LINE #	BEVERAGES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
B1	Mango Splash 100% Vegetable & Fruit Juic	40/4.23oz.	Suncup 402900	2000	N/A	
B2	Paradise Punch 100% Vegetable & Fruit Juice	40/4.23oz.	Suncup 402800	2000	N/A	

172

ADDENDUM NUMBER 1 TO THE RFP DOCUMENTS

Addendum Date: June 23, 2020

RFP #21-1010

Packaging & Grocery Supplies

- A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. **BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BIDS.**
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

LINE #	NON-FOOD SUPPLIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
S20	Tray Chip Board School Child Nutrition Brown Tray 8.50"L x 5.50"W	500	Golden West KMA-582	700	21.69	Available option: 600 cases delivered at beginning of school year @ price of: \$19.99

ACKNOWLEDGEMENT OF ADDENDUM:

Company Name WCP Solutions

Contact Person Michael A. Iddins

Signature 

Date 6/30/2020

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street, Room 215
Marysville, California 95901

REQUEST FOR PRICING (RFP)
PACKAGING & GROCERY SUPPLIES
RFP #21-1010

This is a formal request for proposal on **PACKAGING and GROCERY SUPPLIES** (RFP #21-1010) for the Marysville Joint Unified School District (MJUSD) for the 2020-2021 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 **Wednesday, July 1, 2020 at 2:00 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, 2020.**

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.

174

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, 2020 through July 31, 2021. The quantities are estimates and provided for information only; it is not guaranteed.

2. **Prices**

- a. The service period is from **August 1, 2020 through July 31, 2021**. 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.**
- 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 size, specification 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 single location at the MJUSD Warehouse, unless otherwise arranged with the Director of Nutrition Services.
- b. Warehouse delivery hours are between 7:00am and 3:00pm, closed from 11:00am-12:00pm. Deliveries are made by appointment only.
- 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. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- e. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Point of Delivery

District Warehouse

1919 B St

Marysville 95901

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

The District anticipates term requirements for the items 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.

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 60 points based on price
 - Up to 15 points based on references
 - Up to 15 points based on service and delivery
 - Up to 10 points based on availability of products requested
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. The MJUSD reserved the right to award more than one vendor; however, only one vendor will be awarded per line item.

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 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. 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

176

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 % NET 10th ~~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.

177

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. **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 [Signature] Yes No

Max number of agencies (if applicable): N/A

Up to 5 miles miles from MJUSD

18. 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).

19. Emergency Response and Delivery System

a. Vendor certifies they have the ability and capacity to provide emergency delivery services for 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 an eight-hour time frame.

20. Bid Opening

Bid packets will be opened but not read Wednesday, July 1, 2020 at 2:00 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.

21. 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: Wednesday, July 1, 2020 at 2:00 p.m.

COMPANY NAME: WCP Solutions

ADDRESS: 600 Sequoia Pacific Blvd, Sacramento, CA 95811

PHONE #: (408) 319-4639 FAX #: 916-447-1217

AUTHORIZED AGENT NAME: Michael A. Toddus

AUTHORIZED AGENT SIGNATURE: [Signature]

EMAIL: imichael@wcp-solutions.com DATE: 6/30/2020

179

NONCOLLUSION AFFIDAVIT

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

STATE OF CALIFORNIA)

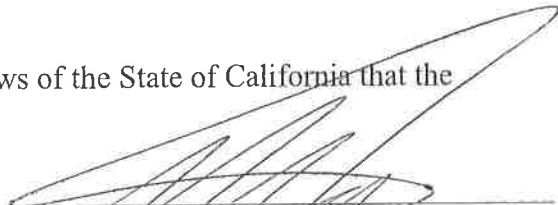
County of Sacramento)

Michael A. Iddins, after first being by me duly sworn,
declares that:

He or she is Account Manager of WCP Solutions
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.

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.

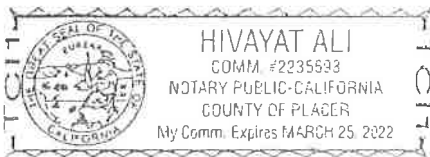


Signature of Bidder

Subscribed and sworn before me by Michael A. Iddins

this 1 day of July, 2020

(SEAL)





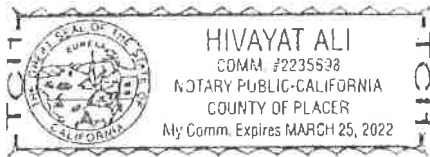
NOTARY PUBLIC

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 Sacramento

Subscribed and sworn to (or affirmed) before me on this 1
day of July, 2020, by Michael A. Iddins

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



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Hivayat Ali', is written over a horizontal line.

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	
<div style="border: 1px solid black; padding: 2px; min-height: 20px;">WCP Solutions</div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 150px;" type="text" value="Michael"/> Middle Name: <input style="width: 150px;" type="text" value="Anthony"/>
* Last Name: <input style="width: 150px;" type="text" value="Iddins"/> Suffix: <input style="width: 80px;" type="text"/>	* Title: <input style="width: 250px;" type="text" value="Account Manager"/>
* SIGNATURE: <input style="width: 250px;" type="text" value="Michael Iddins"/>	* DATE: <input style="width: 150px;" type="text" value="6/30/2020"/>

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.

WCP Solutions


Organization Name

RFP #21-1010

PR/Award Number or Project Name

Michael A. Iddins - Account Manager

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



Signature(s)

6/30/2020

Date

183

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.

TRADE REFERENCES

BID # _____

1. Company Pillow Plastics
Contact Name Tom Dawley
Address Woodfield St

327-
Tel: 440-1609 Fax: 869-2916
Email: _____
City: Commerce State/Zip: 40010

2. Company Normal Papers
Contact Name Bryan Page
Address PO Box 10494-1

678-
Tel: 618-3777 Fax: NO FAX
Email: _____
City: Atlanta State/Zip: 30784

3. Company Dental Paper
Contact Name _____
Address Herz collection etc

844-
Tel: 848-5555 Fax: 848-6878
Email: _____
City: Chicago State/Zip: 60097

COMPANY NAME: HELP Solutions
ADDRESS: 600 Sequoia Pacific Blvd, Sacramento, CA 95831
PHONE #: (916) 819-4639 FAX #: _____
AUTHORIZED AGENT NAME: Michael A. Johnson
AUTHORIZED AGENT SIGNATURE: _____
EMAIL: mjohnson@helpsolutions.com / DATE: 6/30/2020

185

June 29, 2020

Brian Horn
Purchasing Department
Marysville Joint Unified School District
1919 B Street, Room 215
Marysville, CA. 95901



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

RE: RFP #21-1010
Packaging & Grocery Supplies

Dear Brian Horn,

Enclosed, please find the Sysco Sacramento, Inc. quote for the 2020-2021 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, 2021. 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, 2020 per vendor agreement. Once new vendor agreements starting January 1, 2021 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 \$750.00.

Should you have any questions regarding this bid, pack sizes, pricing, nutritional specs or need a sample please contact myself or your Sales Representative Ashlie McMorris (530) 646-6067.

Sincerely,

Tanda Chavez
Contract and Bid Specialist
Sysco Sacramento, Inc.
Tele: 916.569.7045
Fax: 877.571.1243
Chavez.Tanda@sac.sysco.com

186

Marysville Joint Unified School District
 Nutrition Services
 Price Quote for Delivery to a Single Location
 August 1, 2020 - July 31, 2021

Supplier: Sysco Sacramento

Signature: *Tanda Chavez*

Printed Name: Tanda Chavez

Date: 6/29/20

LINE #	NON-FOOD SUPPLIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
S1	6"- 8" Hoagie container	200	DART 836011-PS94	200	\$ 70.41	
S2	11" Hoagie container	200	DART 888612-PS94	200	No Bid	
S3	Lunch Box Shallow 2-Comp	100	DART 878618-PS94	300	No Bid	
S4	Snackbox Hinged PS Small 1/1	200	DART 851012-PS94	200	\$ 110.51	
S5	Mini Box Hinged 1/1 CPT	500	DART 850618-PS94	100	\$ 178.96	
S6	Incredi-Bowl Combo includes a 12 Oz. black base and clear lid	250	Anchor Packaging CDM5816B	300	\$ 25.95	
S7	Bag Paper Grocery, 1/6 BBL 57#	500	Earth Plus 2228623	200	\$ 41.68	
S8	Bag Paper Grocery, 70# 12x7x17	300	Duro #DU13606	300	\$ 43.42	
S9	Bag Paper Grocery, 1/6 EZ-K UP HANDLE SACK 70#	300 B/L	Virgin Craft APM4605816	300	\$ 47.54	
S10	Ice blanket 17" x 408"	1/50#	S-16482	20	No Bid	
S11	Fork Pack High/Int ONLY	1000	Goldmax SK7	20	No Bid	
S12	Bag Plastic 12" X 24" .9 Mil 1/500CT	800	Howies A-1bb-1224-1-800-s-fs	50	\$ 13.28	
S13	Paperboard Pizza Slice Clamshell	400	Southern Champion Tray 0719	100	\$ 85.94	
S14	Foil Aluminum Sheet 12" X 10.75" Pop Up	500	Reynolds 500	100	\$ 80.82	
S15	Bag Foil (paper lined), Hot Dog, Silver, 3-1/2" x 1-1/2" x 8-1/2" size	1000	Packaging Dynamics 300456	30	\$ 76.21	
S16	Poly coated inside paperboard window sandwich wedge	300	Southern Champion Tray 24103	50	\$ 31.40	
S17	INCREDI-BOWL® 5" ROUND CLEAR MW LID	500	Anchor Packaging LH4800D	360	\$ 37.16	
S18	INCREDI-BOWL® 5" ROUND 8OZ	500	Anchor Packaging M4808B	180	\$ 52.92	
S19	INCREDI-BOWL® 5" ROUND 10OZ	500	Anchor Packaging M4810B	180	\$ 34.87	
LINE #	BEVERAGES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
B1	Mango Splash 100% Vegetable & Fruit Juice	40/4.23oz.	Suncup 402900	2000	\$ 7.81	
B2	Paradise Punch 100% Vegetable & Fruit Juice	40/4.23oz.	Suncup 402800	2000	\$ 7.81	

187

ADDENDUM NUMBER 1 TO THE RFP DOCUMENTS

Addendum Date: June 23, 2020

RFP #21-1010

Packaging & Grocery Supplies

- A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. **BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BIDS.**
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

LINE #	NON-FOOD SUPPLIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
S20	Tray Chip Board School Child Nutrition Brown Tray 8.50"L x 5.50"W	500	Golden West KMA-582	700	#19,84	

ACKNOWLEDGEMENT OF ADDENDUM:

Company Name Sysco Sacramento
 Contact Person Tanda Chavez
 Signature Tanda Chavez
 Date 6/29/20

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

**Purchasing Department
1919 B Street, Room 215
Marysville, California 95901**

**REQUEST FOR PRICING (RFP)
PACKAGING & GROCERY SUPPLIES
RFP #21-1010**

This is a formal request for proposal on **PACKAGING and GROCERY SUPPLIES** (RFP #21-1010) for the Marysville Joint Unified School District (MJUSD) for the 2020-2021 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 **Wednesday, July 1, 2020 at 2:00 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, 2020.**

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.

189

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, 2020 through July 31, 2021. The quantities are estimates and provided for information only; it is not guaranteed.

2. **Prices**

- a. The service period is from **August 1, 2020 through July 31, 2021**. 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.**
- 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 size, specification 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 single location at the MJUSD Warehouse, unless otherwise arranged with the Director of Nutrition Services.
- b. Warehouse delivery hours are between 7:00am and 3:00pm, closed from 11:00am-12:00pm. Deliveries are made by appointment only.
- 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

190

- Services Department.
- d. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
 - e. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Point of Delivery

District Warehouse

1919 B St

Marysville 95901

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

The District anticipates term requirements for the items 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.

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 60 points based on price
 - Up to 15 points based on references
 - Up to 15 points based on service and delivery
 - Up to 10 points based on availability of products requested
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. The MJUSD reserved the right to award more than one vendor; however, only one vendor will be awarded per line item.

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 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. 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 _____% _____ 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.

192

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. **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

193

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): _____

Up to _____ miles from MJUSD

18. 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).

19. Emergency Response and Delivery System

a. Vendor certifies they have the ability and capacity to provide emergency delivery services for 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 an eight-hour time frame.

20. Bid Opening

Bid packets will be opened but not read Wednesday, July 1, 2020 at 2:00 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.

21. 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: Wednesday, July 1, 2020 at 2:00 p.m.

COMPANY NAME: Sysco Sacramento Inc

ADDRESS: 7062 Pacific Ave, Pleasant Grove, CA. 95668

PHONE #: 916 569-7000 FAX #: _____

AUTHORIZED AGENT NAME: Sysco Sacramento Inc - Gloria Tzintzumi

AUTHORIZED AGENT SIGNATURE: 

EMAIL: tzintzumi.gloria@Sysco.com DATE: June 29, 2020

194

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 <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Sycco Sacramento Inc.</div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <div style="border: 1px solid black; padding: 2px;">Mrs</div>	* First Name: <div style="border: 1px solid black; padding: 2px;">Gloria</div> Middle Name: <div style="border: 1px solid black; padding: 2px;">Ninfa</div>
* Last Name: <div style="border: 1px solid black; padding: 2px;">Tzintzun</div>	Suffix: <div style="border: 1px solid black; padding: 2px;"></div>
* Title: <div style="border: 1px solid black; padding: 2px;">HRBP</div>	
* SIGNATURE: <div style="border: 1px solid black; padding: 2px;"></div>	* DATE: <div style="border: 1px solid black; padding: 2px;">June 29, 2020</div>

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

1919 B Street
Marysville, California 95901

REQUEST FOR PRICING

Sealed Requests for Pricing will be received for multiple RFP packages for various individual Nutrition Services commodities, as noted below, by a representative of the Board of Trustees, Marysville Joint Unified School District, at the office of 1919 B Street, Purchasing Department - Room 215, Marysville, California 95901 on or before **JULY 1, 2020 at the respective opening times designated below**. Sealed packages will be publicly opened and checked for completion but not read aloud for:

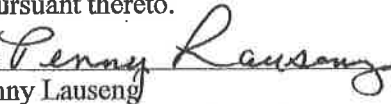
RFP #	Type	Opening Time
21-1010	Packaging & Grocery	2:00 p.m.

Each quotation shall be made on a form included with the specifications and conditions of the bid; said specifications and addendums are to be obtained at web link: www.mjUSD.com/bid

The Board of Trustees of Marysville Joint Unified School District reserves the right to reject any and all quotes and/or waive any irregularities in any quote received. No bidder may withdraw his quote for a period of thirty (30) days after acceptance or rejection of the successful quote within that period of time.

Reference is hereby made to said specifications for further details, which specifications and this notice shall be considered part of any contract made pursuant thereto.

Governing Board,
Marysville Joint Unified School District
Yuba County, California

By 
Penny Lauseng
Assistant Superintendent of Business Services

To be advertised on June 19, 2020 & June 26, 2020

196

NONCOLLUSION AFFIDAVIT

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

STATE OF CALIFORNIA)

County of Sutter)

Lisa Kraus s, after first being by me duly sworn,
declares that:

He or she is Contracts + Bids Mgr of Sypco Sacramento
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 For Notary Public

NOTARY PUBLIC

Non-Collusion Affidavit

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 Sutter

Subscribed and sworn to (or affirmed) before me on this 22
day of June, 2020, by LISA K. KRAUSS

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



(Seal)

Signature Mayra Rocha

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP)

TRADE REFERENCES

BID # 21-1010

1. Company Please see attached Tel: _____ Fax: _____
Contact Name _____ Email: _____
Address _____ City: _____ State/Zip: _____

2. Company _____ Tel: _____ Fax: _____
Contact Name _____ Email: _____
Address _____ City: _____ State/Zip: _____

3. Company _____ Tel: _____ Fax: _____
Contact Name _____ Email: _____
Address _____ City: _____ State/Zip: _____

COMPANY NAME: Sysco Sacramento, Inc.

ADDRESS: 7062 Pacific Ave Pleasant Grove, CA. 95668

PHONE #: 916-569-7000 FAX #: _____

AUTHORIZED AGENT NAME: Gloria Tzintzun

AUTHORIZED AGENT SIGNATURE: [Signature]

EMAIL: tzintzun.gloria@sac.sysco.com DATE: June 29, 2020

Sysco Sacramento, Inc. References

Folsom Cordova Unified School District

Joye McKetty

1965 Birkmont Drive

Rancho Cordova, CA 95742-6407

916-294-9000 x 102270

jmketty@fcusd.org

Woodland Joint Unified School District

Spencer Springer

435 6th Street

Woodland, CA 95695

530-406-5955

Spencer.springer@wjusd.org

Del Norte County Unified School District

Deborah Kravitz

301 W Washington Blvd.

Crescent City, CA 95531

707-464-0246

dkravitz@delnorte.k12.ca.us

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 PR/Award Number or Project Name
Organization Name

Gloria Teintzun HRBP
Name(s) and Title(s) of Authorized Representative(s)

 June 29, 2020
Signature(s) 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.



June 30, 2020

Marysville Joint Unified School District

Attn: Brian Horn

1919 B Street, Room 215

Marysville, CA 95901

Bid#: 21-1010

Due: July 1, 2020, 2:00 p.m.

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, 2020 – July 31, 2021 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.

203

Marysville Joint Unified School District
 Nutrition Services
 Price Quote for Delivery to a Single Location
 August 1, 2020 - July 31, 2021

Supplier: The Danielsen Company

Signature: 

Printed Name: Steven P. Schwartz

Date: June 30, 2020

LINE #	NON-FOOD SUPPLIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
S1	6"- 8" Hoagie container	200	DART 836011-PS94	200	No Bid	
S2	11" Hoagie container	200	DART 888612-PS94	200	No Bid	
S3	Lunch Box Shallow 2-Comp	100	DART 878618-PS94	300	No Bid	
S4	Snackbox Hinged PS Small 1/1	200	DART 851012-PS94	200	No Bid	
S5	Mini Box Hinged 1/1 CPT	500	DART 850618-PS94	100	No Bid	
S6	Incredi-Bowl Combo includes a 12 Oz. black base and clear lid	250	Anchor Packaging CDM5816B	300	\$53.88	Special Order, Market
S7	Bag Paper Grocery, 1/6 BBL 57#	500	Earth Plus 2228623	200	\$54.24	Special Order, Market Duro
S8	Bag Paper Grocery, 70# 12x7x17	300	Duro #DU13606	300	\$45.66	Special Order, Market
S9	Bag Paper Grocery, 1/6 EZ-K-UP HANDLE SACK 70#	300 B/L	Virgin Craft-APM4605816	300	\$55.70	Special Order, Market
S10	Ice blanket 17" x 408"	1/50#	S-16482	20	No Bid	
S11	Fork Pack High/Int ONLY	1000	Goldmax SK7	20	\$15.27	Special Order
S12	Bag Plastic 12" X 24" .9 Mil 1/500CT	800	Howies A-1bb-1224-1-800-s-fs	50	No Bid	
S13	Paperboard Pizza Slice Ciamshell	400	Southern Champion Tray 0719	100	\$43.48	Special Order, Market SQP
S14	Foil Aluminum Sheet 12" X 10.75" Pop Up	500	Reynolds 500	100	\$48.37	Western Plastics
S15	Bag Foil (paper lined), Hot Dog, Silver, 3-1/2" x 1-1/2" x 8-1/2" size	1000	Packaging Dynamics 300456	30	\$52.72	Market
S16	Poly coated inside paperboard window sandwich wedge	300	Southern Champion Tray 24103	50	\$54.95	Special Order, Market 200ct
S17	INCREDI-BOWL@ 5" ROUND CLEAR MW LID	500	Anchor Packaging LH4800D	360	\$33.16	Special Order, Market
S18	INCREDI-BOWL@ 5" ROUND 8OZ	500	Anchor Packaging M4808B	180	\$41.74	Special Order, Market
S19	INCREDI-BOWL@ 5" ROUND 10OZ	500	Anchor Packaging M4810B	180	\$51.20	Special Order, Market
LINE #	BEVERAGES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
B1	Mango Splash 100% Vegetable & Fruit Juic	40/4.23oz.	Suncup 402900	2000	\$8.02	
B2	Paradise Punch 100% Vegetable & Fruit Juice	40/4.23oz.	Suncup 402800	2000	\$8.02	

204

ADDENDUM NUMBER 1 TO THE RFP DOCUMENTS

Addendum Date: June 23, 2020

RFP #21-1010
Packaging & Grocery Supplies

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. **BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BIDS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

LINE #	NON-FOOD SUPPLIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
S20	Tray Chip Board School Child Nutrition Brown Tray 8.50"L x 5.50"W	500	Golden West KMA-582	700	\$17.66	

205

ACKNOWLEDGEMENT OF ADDENDUM:

Company Name The Danielsen Company

Contact Person Steven P. Schwartz

Signature *Steven P. Schwartz*

Date June 30, 2020

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street, Room 215
Marysville, California 95901

REQUEST FOR PRICING (RFP)
PACKAGING & GROCERY SUPPLIES
RFP #21-1010

This is a formal request for proposal on **PACKAGING and GROCERY SUPPLIES** (RFP #21-1010) for the Marysville Joint Unified School District (MJUSD) for the 2020-2021 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 **Wednesday, July 1, 2020 at 2:00 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, 2020.**

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.

206

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, 2020 through July 31, 2021. The quantities are estimates and provided for information only; it is not guaranteed.

2. **Prices**

- a. The service period is from **August 1, 2020 through July 31, 2021**. 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.**
- 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 size, specification 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 single location at the MJUSD Warehouse, unless otherwise arranged with the Director of Nutrition Services.
- b. Warehouse delivery hours are between 7:00am and 3:00pm, closed from 11:00am-12:00pm. Deliveries are made by appointment only.
- 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

207

- Services Department.
- d. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
 - e. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. **Point of Delivery**

District Warehouse

1919 B St

Marysville 95901

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

The District anticipates term requirements for the items 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.

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 60 points based on price
 - Up to 15 points based on references
 - Up to 15 points based on service and delivery
 - Up to 10 points based on availability of products requested
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. The MJUSD reserved the right to award more than one vendor; however, only one vendor will be awarded per line item.

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 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. 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

208

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.

209

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. **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 Steve P. Schwartz Yes No

Max number of agencies (if applicable): _____
Up to _____ miles from MJUSD

18. 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).

19. Emergency Response and Delivery System

a. Vendor certifies they have the ability and capacity to provide emergency delivery services for 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 an eight-hour time frame.

20. Bid Opening

Bid packets will be opened but not read Wednesday, July 1, 2020 at 2:00 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.

21. 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: Wednesday, July 1, 2020 at 2:00 p.m.

COMPANY NAME: The Danielson Company

ADDRESS: 435 Southgate Court Chico, CA 95928

PHONE #: 530-895-3187 FAX #: 530-895-3987

AUTHORIZED AGENT NAME: Steven P. Schwartz

AUTHORIZED AGENT SIGNATURE: Steve P. Schwartz

EMAIL: Steve@dancfoods.com DATE: June 30, 2020

211

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.

The Danielson Company Does Not Lobby

* APPLICANT'S ORGANIZATION	
<input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Steven"/> Middle Name: <input type="text" value="P."/>
* Last Name: <input type="text" value="Schwartz"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Bid Coordinator"/>	
* SIGNATURE: <input type="text" value="Steve P. Schwartz"/>	* DATE: <input type="text" value="June 30, 2020"/>

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP)

TRADE REFERENCES

BID # 21-1010

1. Company Lake Tahoe USD Tel: 530-541-2850 Fax: _____
Contact Name Tammy Miller Email: _____
Address 1021 Al Tahoe Blvd. City: South Lake Tahoe State/Zip: CA 96150
2. Company Sequoia Union High School Tel: 650-369-1411 Fax: _____
Contact Name Wora Decaro Email: _____
Address 480 James Ave City: Redwood City State/Zip: CA 94062
3. Company Jefferson School District Tel: 209-839-8759 Fax: _____
Contact Name Debbi Rogers Email: _____
Address 475 Darlene Way City: Tracy State/Zip: CA 95377

COMPANY NAME: The Danielsen Company

ADDRESS: 435 Southgate Court Chico, CA 95928

PHONE #: 530-895-3187 FAX #: 530-895-3987

AUTHORIZED AGENT NAME: Steven P. Schwartz

AUTHORIZED AGENT SIGNATURE: Steve P. Schwartz

EMAIL: Steve@dancfoods.com DATE: June 30, 2020

213

NONCOLLUSION AFFIDAVIT

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

STATE OF CALIFORNIA)

County of Butte)

Tennelle Paige, after first being by me duly sworn,
declares that:

He or she is Bid Assistant 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.

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.

Tennelle Paige
Signature of Bidder

Subscribed and sworn before me by Tennelle m. Paige

this 30th day of June, 2022

(SEAL)



Matthew Eric Pacheco
NOTARY PUBLIC

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.

Marysville Joint Unified School District

Organization Name

PR/Award Number or Project Name

Steven P. Schwartz Bid Coordinator

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



Signature(s)

June 30, 2020

Date

215

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2020

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 InterWest Insurance Services, LLC P.O. Box 8110 Chico CA 95927-8110	CONTACT NAME: Tara L. Brown PHONE (A/C, No, Ext): 530-897-3146 E-MAIL ADDRESS: tbrown@iwins.com	FAX (A/C, No): 530-891-7746
	INSURER(S) AFFORDING COVERAGE	
INSURED The Danielsen Company, Inc. 435 Southgate Court Chico CA 95928	License#: 0B01094 DANICOM-01	INSURER A: WCF National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 40517

COVERAGES

CERTIFICATE NUMBER: 205579680

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	4017068	7/1/2020	7/1/2021	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INSURANCE ONLY
 XXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXX CA
 USA

218

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Marysville Joint Unified School District
 Nutrition Services
 Price Quote for Delivery to a Single Location
 August 1, 2020 - July 31, 2021

Supplier: Gold Star Foods

Signature: 

Printed Name: John Cho

Date: 6/20/2020

LINE #	NON-FOOD SUPPLIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
S1	6", 8" Hoagie container	200	DART 836011-PS94	200	\$ 51.79	9X9 HINGED CONTAINER 4/50CT LOLLICUP USA INC.
S2	11" Hoagie container	200	DART 888612-PS94	200	\$ 33.56	12OZ CLR DELI HINGED CONTAINER 200CT GENPAK
S3	Lunch Box Shallow 2-Comp	100	DART 879618-PS94	300	NO BID	
S4	Snackbox Hinged PS Small 1/1	200	DART 851012-PS94	200	NO BID	
S5	Mint Box Hinged 1/1 CPT	500	DART 850618-PS94	100	NO BID	
S6	Incredi-Bowl Combo includes a 12 Oz. black base and clear lid	250	Anchor Packaging CDM5816B	300	\$ 40.05	INCREDI-BOWL 16 OZ BLK 250CT PAPER-CRAFT
S7	Bag Paper Grocery, 1/6 BBL 57#	500	Earth Plus 2228623	200	NO BID	
S8	Bag Paper Grocery, 70# 12x7x17	300	Duro #DU13606	300	NO BID	
S9	Bag Paper Grocery, 1/6 EZ-K UP HANDLE SACK 70#	300 B/L	Virgin Craft APM4605816	300	NO BID	
S10	Ice blanket 17" x 408"	1/50#	S-16482	20	NO BID	
S11	Fork Pack High/Int ONLY	1000	Goldmax SK7	20	NO BID	
S12	Bag Plastic 12" X 24", .9 Mil 1/500CT	800	Howies A-1bb-1224-1-800-s-fs	50	NO BID	
S13	Paperboard Pizza Slice Clamshell	400	Southern Champion Tray 0719	100	NO BID	
S14	Foil Aluminum Sheet 12" X 10.75" Pop Up	500	Reynolds 500	100	\$ 88.51	12"X10.75" POP-UP FOIL 6/500CT DURABLE PACKAGING
S15	Bag Foil (paper lined), Hot Dog, Silver, 3-1/2" x 1-1/2" x 8-1/2" size	1000	Packaging Dynamics 300456	30	\$ 36.73	PLAIN FOIL HOT DOG BAG 1000CT BAG-CRAFT
S16	Poly coated inside paperboard window sandwich wedge	300	Southern Champion Tray 24103	50	NO BID	
S17	INCREDI-BOWL® 5" ROUND CLEAR MW LID	500	Anchor Packaging LH4800D	360	NO BID	
S18	INCREDI-BOWL® 5" ROUND 8OZ	500	Anchor Packaging M4808B	180	NO BID	
S19	INCREDI-BOWL® 5" ROUND 10OZ	500	Anchor Packaging M4810B	180	NO BID	
LINE #	BEVERAGES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
B1	Mango Splash 100% Vegetable & Fruit Juic	40/4.23oz.	Suncup 402900	2000	\$ 8.70	
B2	Paradise Punch 100% Vegetable & Fruit Juice	40/4.23oz.	Suncup 402800	2000	\$ 8.70	

219

Gold Star Foods

ADDENDUM NUMBER 1 TO THE RFP DOCUMENTS

Addendum Date: June 23, 2020

RFP #21-1010
Packaging & Grocery Supplies

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. **BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BIDS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

220


Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

LINE #	NON-FOOD SUPPLIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	COMMENTS
S20	Tray Chip Board School Child Nutrition Brown Tray 8.50"L x 5.50"W	500	Golden West KMA-582	700	NO Bid	

ACKNOWLEDGEMENT OF ADDENDUM:

Company Name Gold Star Foods

Contact Person John Cho V.P. Merchandising & Contracts

Signature 

Date July 1, 2020

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street, Room 215
Marysville, California 95901

REQUEST FOR PRICING (RFP)
PACKAGING & GROCERY SUPPLIES
RFP #21-1010

This is a formal request for proposal on **PACKAGING and GROCERY SUPPLIES** (RFP #21-1010) for the Marysville Joint Unified School District (MJUSD) for the 2020-2021 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 **Wednesday, July 1, 2020 at 2:00 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, 2020.**

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.

221

x
Gold Star Foods

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, 2020 through July 31, 2021. The quantities are estimates and provided for information only; it is not guaranteed.

2. **Prices**

- a. The service period is from **August 1, 2020 through July 31, 2021**. 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.**
- 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 size, specification 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 single location at the MJUSD Warehouse, unless otherwise arranged with the Director of Nutrition Services.
- b. Warehouse delivery hours are between 7:00am and 3:00pm, closed from 11:00am-12:00pm. Deliveries are made by appointment only.
- 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. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
 - e. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Point of Delivery

District Warehouse 1919 B St Marysville 95901

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

The District anticipates term requirements for the items 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.

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 60 points based on price
 - Up to 15 points based on references
 - Up to 15 points based on service and delivery
 - Up to 10 points based on availability of products requested
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. The MJUSD reserved the right to award more than one vendor; however, only one vendor will be awarded per line item.

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 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. 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.

224

^a
Gold Star Foods

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. **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): 10
Up to 200 miles from MJUSD

18. 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).

19. Emergency Response and Delivery System

a. Vendor certifies they have the ability and capacity to provide emergency delivery services for 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 an eight-hour time frame.

20. Bid Opening

Bid packets will be opened but not read Wednesday, July 1, 2020 at 2:00 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.

21. 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: Wednesday, July 1, 2020 at 2:00 p.m.

COMPANY NAME: Gold Star Foods

ADDRESS: 3781 East Airport Drive Ontario, CA 91761

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

AUTHORIZED AGENT NAME: John Cho

AUTHORIZED AGENT SIGNATURE: _____

EMAIL: JohnCho@GoldStarFoods.com DATE: 6/29/2020

226

Gold Star Foods &
Page 6 of 6

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	
<input style="width: 100%;" type="text" value="Gold Star Foods"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text" value="Mr."/>	* First Name: <input style="width: 150px;" type="text" value="John"/> Middle Name: <input style="width: 100px;" type="text"/>
* Last Name: <input style="width: 150px;" type="text" value="Cho"/>	Suffix: <input style="width: 100px;" type="text"/>
* Title: <input style="width: 100%;" type="text" value="V.P. of Merchandising and Contracts"/>	
* SIGNATURE: <input style="width: 150px;" type="text" value="[Signature]"/>	* DATE: <input style="width: 100px;" type="text" value="6/29/2020"/>

227

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)

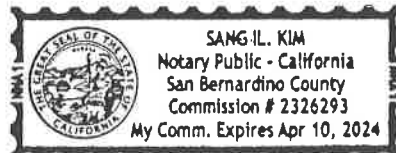
On 6/29/2020 before me, Sang Kim, Notary Public
(insert name and title of the officer)

personally appeared SOHNWY 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)



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP)

TRADE REFERENCES

BID # 21-1010

1. Company _____ Tel: _____ Fax: _____
Contact Name _____ Email: _____
Address _____ City: _____ State/Zip: _____

2. Company _____ Tel: _____ Fax: _____
Contact Name _____ Email: _____
Address _____ City: _____ State/Zip: _____

3. Company _____ Tel: _____ Fax: _____
Contact Name _____ Email: _____
Address _____ City: _____ State/Zip: _____

See Attached

COMPANY NAME: Gold Star Foods

ADDRESS: 3781 East Airport Drive Ontario, CA 91761

PHONE #: 909-843-9600

FAX #: 909-843-9618

AUTHORIZED AGENT NAME: John Cho

AUTHORIZED AGENT SIGNATURE: _____

EMAIL: JohnCho@GoldStarFoods.com

DATE: 6/29/2020

230



GOLD STAR FOODS

2020 REFERENCES BROADLINE CATEGORY Northern California Division

Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127
Mary Fell
408-928-6902
Mary.fell@arUSD.org
7 Sites – 2x weekly

San Juan Unified School District
3738 Walnut Avenue PO Box 477
Carmichael, CA 95609
Sneh Nair
916-971-7039
Sneh.nair@sanjuan.edu
9 Sites – 2x weekly

Manteca Unified School District
PO Box 32
Manteca, CA 95336
Brandy Campbell
209-858-0775
bcampbell@musd.net
14 sites – 2x weekly

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.

Gold Star Foods

21-1010

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)

Date

Form AD-1048 (1/92)

232

Gold Star Foods

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.



CERTIFICATE OF LIABILITY INSURANCE

11/1/2020

DATE (MM/DD/YYYY)

6/2/2020

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 Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Starr Indemnity & Liability Company	38318
	INSURER B : Starr Specialty Insurance Company	16109
	INSURER C : Navigators Insurance Company	42307
	INSURER D : Everest National Insurance Company	10120
	INSURER E : American Fire and Casualty Company	24066
	INSURER F : Travelers Property Casualty Co of America	25674

INSURED 1379844 Gold Star Foods, Inc.
3781 E. Airport Dr.
Ontario CA 91761

COVERAGES GOLST01 CERTIFICATE NUMBER: 14128042 REVISION NUMBER: XXXXXXXX

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	ADDL INSD	SUBR VVD	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	N	N	1000100096191	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	1000639298191	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C D E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000	N	N	CH19UMRZ035PVIV XC8EX00102-191 ECA(20)60083580	11/1/2019 11/1/2019 11/1/2019	11/1/2020 11/1/2020 11/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000003941	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	MOTOR TRUCK CARGO	N	N	660-4307B89A-TIL-20	6/1/2020	6/1/2021	LIMIT:\$250,000/DEDUCTIBLE \$2,500

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

CERTIFICATE HOLDER

14128042
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
1919 B STREET
MARYSVILLE CA 95901

CANCELLATION

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

234

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]
 2019-2020

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:
 (check one)

- October 2019-1st quarter (7/1/19-9/30/19)
- January 2020-2nd quarter (10/1/19-12/31/19)
- April 2019-3rd quarter (1/1/20-3/31/20)
- July 2020-4th quarter (4/1/20-6/30/20)

Date for information to be reported publicly at governing board meeting: July 21, 2020

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent Gary J. Cena


 Signature of District Superintendent

July 10, 2020
 Date

235

MASTER MIX

LIGHT & SOUND PRODUCTIONS

264 Sycamore Drive, Chico, CA 95973 • www.MasterMixProductions.com
Phone: 530.893.2625 • Scott@MasterMixProductions.com

CONTRACT DATE: June 11, 2020 INVOICE: 060421

MOBILE DISC JOCKEY SERVICE CONTRACT

This contract is made between Master Mix Light & Sound Productions (Hereafter referred to as "Master Mix") and:

NAME: Shevaun Mathews
ADDRESS: 12 E. 18th Street
CITY / STATE / ZIP: Marysville, CA 95901
PHONE (Day / Evening / Fax): 530-741-6180 x 3102 V 530-570-6899 C
EMAIL: smathews@mjud.k12.ca.us
AUTHORIZED REPRESENTATIVE FOR: Marysville High School
ON LOCATION CONTACT: Shevaun Mathews
(Hereafter the above named will be referred to as "Client")

Client hereby employs Master Mix to provide mobile disc jockey services and equipment as follows:

DATE: June 04, 2021 START TIME: 6:00 p.m. END TIME: 9:15 p.m.
EVENT: Marysville High School Graduation
LOCATION: Marysville High Football Field (weather permitting), 12 E. 18th Street

PERFORMANCE CHARGE:	-----	\$	<u>1,550.00</u>
MILEAGE:	-----	\$	<u>0.00</u>
TOTAL FEE:	-----	\$	<u>1,550.00</u>
DEPOSIT:	-----	\$	-----
BALANCE:	-----	\$	<u>1,550.00</u>

Each additional hour of service will be provided at: \$ 150.00

Additional Terms: Includes one P.A. system with five speakers, three mics (two at podiums, one for choir) and one MQ power generator. Background music is to be played from 6 to 7:30 p.m. If this contract is canceled for any reason 100% of the total fee will be charged as a cancellation fee.

- The nonrefundable deposit shall be paid on execution of this contract by Client. The balance of the total fee shall be paid no later than one hour before the starting time on the date of the event. Client's failure to pay the total fee as set forth above shall release Master Mix from its obligation to provide services under this contract. If Client cancels 14 days or less before the date of the event, the total fee will be due and payable even though services will not be rendered.
- Client is responsible to provide reasonable and adequate facilities to perform duties. Client agrees to make available the site of performance at least one and a half (1 ½) hours before the performance is to begin. In the event that the electrical power supply is inadequate, Master Mix shall be relieved of all obligations to perform hereunder.
- Client is responsible for any permits or licenses associated with the services to be provided by Master Mix.
- In the event that Master Mix is unable to perform the entire agreed upon time period, either due to travel, equipment, or other unforeseen difficulty, liability is limited to, at the option of Master Mix: compensation service time equal to the time lacking or a refund of the monies paid corresponding to the percentage of time that Master Mix did not provide services.
- Client agrees to indemnify and hold Master Mix harmless of and from any and all losses, expenses, injuries or damages of every kind and nature whatsoever arising out of or in any manner connected with the services to be performed by Master Mix hereunder, except those arising from the sole negligence or willful misconduct of Master Mix. The Client shall be responsible for damages to equipment owned or leased by Master Mix caused by persons attending the event.
- Master Mix shall reserve the date of your event for fourteen days following the date of this contract. If Master Mix has not received a signed copy of the contract and above stated deposit within said time period, this contract shall not be binding on Master Mix.

Both parties agree to the above requirements and fees as stated

(Client)

Date: _____

(Representative for Mas

Date: 6.11.20

Thank you for choosing Master Mix Light & Sound

Business Services Department

Approval: PL

Date: 6-29-20

236



Consultant Contract Marysville Charter Academy for the Arts
CONTRACT SERVICES AGREEMENT
School Site-Services

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on **August 10, 2020** (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and **Becky Sumahit** (hereinafter, “CONTRACTOR”), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

1.1 **SCOPE OF WORK**: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Work**”). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “**Work**.” CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 **TERM**: This Agreement shall have a term of the **2020-21 school year** commencing from **August 10, 2020 – June 30, 2021**

1.3 **COMPENSATION**:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **Exhibit A**. (hereinafter, the “**Approved Rate Schedule**”).
- B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **THIRTY THREE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$33,600.00)** (hereinafter, the “**Not-to-Exceed Sum**”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION**: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **three thousand three hundred sixty dollars and zero cents (\$3,360.00)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s monthly compensation is a function of hours worked by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of

237

each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, **Principal Tim Malone of MCAA** (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, **Becky Sumahit** to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
 - A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and sub-consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or sub-consultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best’s Insurance Guide have an A.M. Best’s rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT’S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT’s elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR’s officers, employees, agents, subcontractors or sub-consultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT’s ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT’s financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants,

represents and agrees that its shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or

regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and sub-consultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or sub-consultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Becky Sumahit
1989 Elliott Dr.
Yuba City, CA 95993

Phone: (530) 329-4474
Fax:
Email:

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Asst. Supt/Business Services
Phone: 749-6114
Fax: 742-0573

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with sub-consultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT:

By: _____
Penny Lauseng, Asst. Superintendent

Contractor

By: **Becky Sumahit**

Name: Becky Sumahit
Title: Instructor

Board Approved on _____

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2020-2021 School Year

Becky Sumahit will instruct students in Martial Arts, Yoga and Pilates.

Onsite Martial Arts, Yoga and Pilates instruction 6.5 hours per day, 5 days per week.

Beginning: August 10, 2020

Concluding: June 30, 2021

Payment: Monthly payments of \$3,360.00 (\$33,600.00 averages over 10 months)

Service Days: 183 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$3,360.00 for non-service days each month.

Service to include, but not limited to:

Martial Arts, Yoga and Pilates Instruction
Community Outreach for Student Support
Site Outreach for Student Support



Consultant Contract Marysville Charter Academy for the Arts
CONTRACT SERVICES AGREEMENT
School Site-Services

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on **August 10, 2020** (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and **John Pimentel** (hereinafter, “CONTRACTOR”), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Work**”). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “**Work**.” CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 **TERM:** This Agreement shall have a term of the **2020-21 school year** commencing from **August 10, 2020 – June 30, 2021**

1.3 **COMPENSATION:**

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **Exhibit A**. (hereinafter, the “**Approved Rate Schedule**”).

B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **FIFTEEN THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS AND TWENTY CENTS (\$15,792.20)** (hereinafter, the “**Not-to-Exceed Sum**”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **one thousand five hundred seventy nine dollars and twenty cents (\$1,579.20)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s monthly compensation is a function of hours works by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal

248

Business Services Department
Approval: PR
Date: 8.9.20

for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, **Principal Tim Malone of MCAA** (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, **John Pimentel** to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
 - A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited subcontractors and sub-consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or sub-consultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best’s Insurance Guide have an A.M. Best’s rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition of the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT’S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT’s elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR’s officers, employees, agents, subcontractors or sub-consultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT’s ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT’s financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants,

represents and agrees that its shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or

regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and sub-consultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or sub-consultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
John Pimentel
11360 Township Rd.
Browns Valley, CA 95918

Phone: (530) 701-8452
Fax:
Email:

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Asst. Supt/Business Services
Phone: 749-6114
Fax: 742-0573

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with sub-consultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT:

Contractor

By: _____
Penny Lauseng, Asst. Superintendent

By: **John Pimentel**

Name: John M. Pimentel
Title: Tech Support

BOARD Approved on _____.

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2020-21 School Year

John Pimentel will provide Technology Support.

Onsite Technology Support 6 hours per day, 3 days per week.

Beginning: August 10, 2020

Concluding: June 30, 2021

Payment: Monthly payments of \$1,579.20 (\$15,792.20 averages over 10 months)

Service days: 94 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$1,579.20 for non-service days each month.

Service to include, but not limited to:

Technology Support
Site Student Support with Technology
AP Coordinator

AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Olivehurst Elementary School 1778 McGowan Pkwy Olivehurst, CA 95961	CONTRACT INFORMATION: Contract For: General Construction Date: June 08, 2020	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: June 23, 2020
OWNER: <i>(Name and address)</i> Marysville Joint Unified School District 1919 B. Street Marysville, CA 95901	ARCHITECT: <i>(Name and address)</i> PBK Architects 2520 Venture Oaks Way, Suite 440 Sacramento, CA 95833	CONTRACTOR: <i>(Name and address)</i> Western Engineering Contractors 3171 Rippey Road Loomis, CA 95650

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This Change Order is to increase the Contract Sum due to unforeseen conditions addressed due to unsuitable soils.

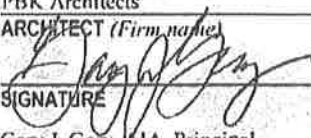
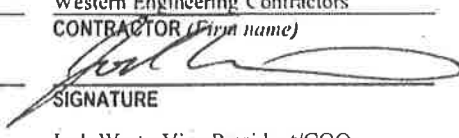
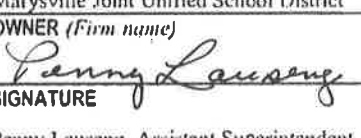
The original Contract Sum was	\$ 344,500.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 344,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 79,850.00
The new Contract Sum including this Change Order will be	\$ 424,350.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>PBK Architects</u> ARCHITECT <i>(Firm name)</i>	<u>Western Engineering Contractors</u> CONTRACTOR <i>(Firm name)</i>	<u>Marysville Joint Unified School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Gary J. Gery, AIA, Principal</u> PRINTED NAME AND TITLE	<u>Josh Wertz-Vice President/COO</u> PRINTED NAME AND TITLE	<u>Penny Lauseng, Assistant Superintendent</u> PRINTED NAME AND TITLE
<u>06/23/2020</u> DATE	<u>6/24/20</u> DATE	<u>7-9-20</u> DATE

See Attachments: Western Engineering Fee Proposal,
Memo to District explaining the need for mitigation,
MPE Fee Request for soil testing

259



Contract Change Request

Grading * Paving * Underground

P.O. Box 1387
3171 Rippey Rd.
Loomis, CA 95650

Job Name: Olivehurst Elementary School
Date: 6/17/2020

Job Number: 2020-004

Change Request #: 700501
Description: Project Change Order for Lime Treat and T&M's to Date are Not to Exceed

To: PBK Architects
Attn: Kim Johnson
2520 Venture Oaks Way
Sacramento, CA 95833

Western Engineering Contractors, Inc. is pleased to submit the following quotation for work to be performed on the above project. Our work will consist of the following items.

Item	Description	Amount
1	Rip Open Grade to Air Dry	\$2,100.00
2	Demo Buried DI and Cap Storm Drain Outside of Pavement Limits	\$1,700.00
3	Extend General Conditions 1 Month	\$750.00
4	Remobilize Equipment (4 ea)	\$2,300.00
5	Lime Treat Playground 12" <i>Includes: Initial & Remix of Lime, Offhaul of Lime Trimmings</i>	\$54,000.00
6	Over-Ex 3' Slot 12" and Place 12" AB at Backside of Apparatus Curb	\$9,000.00
7	Contingency Item	\$10,000.00

Condition:

If there is no decision made on this pricing by 2PM on 6/24; this price will increase \$70 per day.

Total \$79,850.00

Western Engineering Acceptance:

We agree to make the changes as specified above:

Date of Agreement: _____

Authorized Signature: _____

Title: _____

260

Customer's Acceptance:

The above prices and conditions of this Change Request are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Authorized
Signature: _____

Date of Acceptance: _____

Western Engineering Contractors Inc.

3171 Rippey Road * PO Box 1387 * Loomis, CA 95650

(916)652-3990 * Fax (916)652-3995



Memorandum

To: Penny Lauseng, Assistant Superintendent, Business Services
From: Travis Barnett, Director, Building & Grounds, MJUSD
 Kim Johnson, Associate/Senior Project Manager, PBK
Copy: Gary Cena, Superintendent
Date: 06/18/2020

Re: Olivehurst Hardscape Project – Soil Mitigation Change Request

This memo is to provide background as to the need to perform additional work to properly complete the above-referenced project. Also, to inform you of the cost estimate provided by the contractor, for the mitigation of the soil problems encountered while working on the project. This soil mitigation work is necessary for the project to move forward, as noted in the background information below.

Background

As the contractor removed the asphalt, the majority of the grade/soil was wet, most likely because of poor drainage around the downspouts. The soil would not meet compaction standards. In an attempt to mitigate this issue, Western Engineering Contractors (WEC) scarified the soil in an attempt to dry it out so the district would not have to hire a testing company. The soil did dry, but not enough to obtain full compaction.

The mitigation of the soil needs to be completed in order to maintain the stability of the new playground. If the mitigation is not done now, the new playground could sink and/or buckle and could potentially need to be replaced in 1 to 3 years, depending on the amount of precipitation.

The district hired Mid Pacific Engineers (MPE), a geo-tech engineering firm to test the soil. MPE took soil samples, tested the samples in their lab and provided the results to both the district and WEC. WEC reviewed the report and provided a solution which is to add a lime treatment to the soil. WEC was requested to provide a cost estimate for review and approval by the district. The contractor provided the estimate as attached and we are now requesting approval to proceed with the project.

Financial Impact

The financial impact of this unforeseen issue is as follows, and is unfortunately, above the board approved contingency amount as noted below:

262

Description	Amount
Board approved contingency	\$ 34,450
Mid Pacific Engineering	\$ (11,300)
Western Engineering	\$ (79,850)
Amount above contingency:	\$ (56,700)

Funding source: LCAP Deferred Maintenance

Note: This project is stopped while the testing of the soil and mitigation plan are being developed. It is very important that this change be approved by the deadline below as to not incur additional costs to the project. The contractor has advised us that they need to receive direction by 2:00 pm on June 24, 2020, otherwise additional fees will be incurred at a daily rate of \$70.00 based on the general conditions of the standard contract.

Please see attached pictures for confirmation of the unforeseen, unacceptable soil moisture levels.







End of Memo

265

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/01

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACT THAT HAS BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2020-21

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2020-21 contract to the Marysville Joint Unified School District for approval to promote interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program.

NOW, THEREFORE, BE IT RESOLVED, that the District approves the following contract and adopt the income and expenditure accounts budgeted for the 2020-21 school year.

INCOME:

CPKS-0111	12-6052-0- -8590- -9218	\$ 5,000.00
TOTAL REVENUE		\$ 5,000.00

EXPENDITURES:

	12- -0- - -1000- -	
	12- -0- - -2000- -	
	12- -0- - -3000- -	
	12- -0- - -4000- -	
	12- -0- - -5000- -	
	12- -0- - -6000- -	
	12- -0- - -7000- -	
TOTAL EXPENDITURES		\$ 5,000.00

PASSED AND ADOPTED THIS 21st DAY OF July 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mr. Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

266



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CPKS-0111

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 58-07273-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the PREKINDERGARTEN AND FAMILY LITERACY SUPPORT PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021.

The total amount payable pursuant to this Agreement shall not exceed \$5,000.00.

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Mr. Gary Cena, Superintendent			
TITLE Contract Manager		ADDRESS 1919 B Street, Marysville, CA 95901			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-7273	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,000	ITEM 30.10.010. 6100-196-0001	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER 267		DATE			

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Marysville Joint Unified School District	941-63-0816

By (Authorized Signature)

Printed Name and Title of Person Signing

Mr. Gary Cena, Superintendent

Date Executed	Executed in the County of
	Yuba County

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

268

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

269

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Marysville Joint Unified School District

2. Federal ID Number:

941-63-0816

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Mr. Gary Cena, Superintendent

5. Date Executed:

6. Executed in the County and State of:

Yuba County, CA

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/02

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACTS THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2020-21

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2020-21 contracts to the Marysville Joint Unified School District for approval to provide preschool and child care services.

NOW, THEREFORE, BE IT RESOLVED that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2020-21 school year.

INCOME:

CSPP-0687	12-6105-0- - -8590- -9210	\$2,501,623.00
CCTR-0307	12-5025-0- - -8290- -9201	\$ 56,267.00
	12-5025-0- - -8290- -9201	\$ 25,865.00
	12-6105-0- - -8590- -9201	\$ 154,768.00
TOTAL REVENUE		\$2,738,523.00

EXPENDITURES:

	12- -0- - -1000- -	
	12- -0- - -2000- -	
	12- -0- - -3000- -	
	12- -0- - -4000- -	
	12- -0- - -5000- -	
	12- -0- - -6000- -	
	12- -0- - -7000- -	
TOTAL EXPENDITURES		\$2,738,523.00

PASSED AND ADOPTED THIS 21st DAY OF July 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mr. Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

273



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0687

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 58-07273-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,501,623.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 50,183.0
Minimum Days of Operation (MDO) Requirement 175

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, printed names, titles, and financial details like amount encumbered and fund titles.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Marysville Joint Unified School District	941-63-0816

By (Authorized Signature)

Printed Name and Title of Person Signing

Mr. Gary Cena, Superintendent

Date Executed	Executed in the County of
	Yuba County

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

275

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

276

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Marysville Joint Unified School District

2. Federal ID Number:

941-63-0816

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Mr. Gary Cena, Superintendent

5. Date Executed:

6. Executed in the County and State of:

Yuba County, CA



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CCTR-0307

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 58-07273-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$236,900.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 4,782.0
Minimum Days of Operation (MDO) Requirement 236

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp

Form with columns for STATE OF CALIFORNIA and CONTRACTOR, containing signature lines, printed names, titles, addresses, and financial details like amount encumbered and fund titles.


CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-0307

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 56,267	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7273	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 56,267	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 25,865	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7273	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 25,865	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 154,768	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 154,768	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 	DATE	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Marysville Joint Unified School District	941-63-0816

By (Authorized Signature)

Printed Name and Title of Person Signing

Mr. Gary Cena, Superintendent

Date Executed	Executed in the County of
	Yuba County

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

282

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

283

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

284

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Marysville Joint Unified School District

2. Federal ID Number:

941-63-0816

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Mr. Gary Cena, Superintendent

5. Date Executed:

6. Executed in the County and State of:

Yuba County, CA

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) 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 in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

287

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1919 B Street

Marysville, Yuba County

CA, 95901

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) Marysville Joint Unified School District	CONTRACT # CCTR - 0307
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Mr. Gary Cena, Superintendent	
SIGNATURE	DATE

288

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/03

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

WHEREAS, the California Commission on Teacher Credentialing requires that this **Declaration of Need for Fully Qualified Educators** be submitted to them each year before July 1;

WHEREAS, the Marysville Joint Unified School District must assure the Commission through a resolution that it has made reasonable efforts to recruit fully prepared teachers for all assignments;

WHEREAS, this assures the Commission that if a fully prepared teacher is not available, the district has made reasonable efforts to recruit for an individual in the following order:

- A candidate who is scheduled to complete initial preparation requirements with six months.
- A candidate who is qualified to participate in an approved internship program in the region of the school district.

NOW, THEREFORE, BE IT RESOLVED, that if a suitable individual who meets the priorities is not found, then the district may request approval for placement of an individual on an emergency permit. Failing to find an individual who qualifies for an emergency permit, the district may then request a credential waiver.

PASSED AND ADOPTED THIS 21st DAY OF July 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary J. Cena
Superintendent of Schools

Randy Rasmussen
President to Board of Trustees

289



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-2021

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Marysville Joint Unified School District District CDS Code: 58-72736

Name of County: Yuba County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 7 / 21 / 2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

Ramiro G. Carreon		Asst. Superintendent Personnel
Name	Signature	Title
530-741-7899	520-749-6145	07/10/20
Fax Number	Telephone Number	Date

1919 B Street, Marysville CA 95901
Mailing Address

ysanchez@mjustd.com
Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee.

Ramiro G. Carreon		Asst. Superintendent Personnel
Name	Signature	Title
530-741-7899	530-749-6145	07/10/2020
Fax Number	Telephone Number	Date
1919 B Street, Marysville, CA 95901		
Mailing Address		
ysanchez@mjUSD.com		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	10 _____
Bilingual Authorization (applicant already holds teaching credential)	2 _____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____ _____
Teacher Librarian Services	_____ _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	10
Special Education	10
TOTAL	30

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

