

**Rescue Union School District
2390 Bass Lake Road, Rescue, California 95672**

**BOARD OF TRUSTEES
SPECIAL MEETING MINUTES
Tuesday, May 2, 2017 – 5:00 p.m. (closed session)
Rescue District Office Conference Room**

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

TIME	ITEM	ITEM DESCRIPTION
5:00 p.m.	CALL TO ORDER:	Board president called the meeting to order at 5:02 p.m.
	ROLL CALL:	✓Nancy Brownell, President ✓Kim White, Vice President ✓Suzanna George, Clerk ✓Stephanie Kent, Member ✓Tagg Neal, Member
5:00 p.m.	PUBLIC COMMENTS:	There were no public comments.
5:00 p.m.	CLOSED SESSION:	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
	Public Employment	Superintendent
TBD	OPEN SESSION:	Reconvene Open Session.
TBD	REPORT FROM CLOSED SESSION:	Board president reported no action taken in closed session.
TBD	ADJOURNMENT:	The meeting adjourned at 7:48 p.m.

Suzanna George, Clerk

Date

Nancy Brownell, President

Date

Rescue Union School District
2390 Bass Lake Road, Rescue, California 95672

BOARD OF TRUSTEES
REGULAR MEETING MINUTES

Tuesday, May 9, 2017 - 6:00 p.m. Open Session (Closed Session at 5:00 p.m.)
Rescue District Office Board Room

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

ITEM	ITEM DESCRIPTION
CALL TO ORDER:	Board president called the meeting to order.
ROLL CALL:	✓Nancy Brownell, President ✓Kim White, Vice President ✓Suzanna George, Clerk ✓Stephanie Kent, Member ✓Tagg Neal, Member David Swart, Superintendent and Board Secretary ✓Sid Albaugh, Assistant Superintendent of Business Services ✓Dave Scroggins, Assistant Superintendent of Curriculum and Instruction
PUBLIC COMMENT:	There were no public comments concerning items on the Closed Session Agenda.
CLOSED SESSION: District Conference Room	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Conference with Labor Negotiator	Discussion with the District's chief negotiator, Sid Albaugh regarding directions and issues in negotiations with Rescue Union Federation of Teachers (RUFT), California School Employees Association (CSEA), Confidential Staff, Administrative Management, and Yard Duty Supervisors.
Conference with Real Property Negotiator	Conference with Real Property Negotiator pursuant to Government Code Section 54956.8, regarding: <ul style="list-style-type: none">- Properties: APN 106-700-07 / APN 106-010-031- Negotiating Parties: El Dorado Hills Community Service District and the Rescue Union School District- Agency Negotiators: David Swart, Sid Albaugh and Kevin Loewen- Under Negotiations: Terms and Payment of Lease
OPEN SESSION:	Reconvened open session in the Board Room at 6:07 p.m.
Welcome	The Board president provided an introduction to Board meeting proceedings.
Flag Salute	The Board President led the flag salute.
1. Adoption of Agenda	Trustee White moved and Trustee Kent seconded to approve the

(Consideration for Action)	agenda as presented. The motion passed 5-0.
STAFF RECOGNITION:	
2. Employee Retirement Recognition (Presentation) Superintendent	<p>The Board and staff honored District retirees:</p> <p style="text-align: center;"> Jeff Campos Rebecca Dalton John Diaz Lisa DiRicco Dave Holm Carol Karnes Nora Keller-Seeley Karen Lindwall Coco Parkhurst Carol Patterson Yvonne Stephens David Swart Lynn Ward Mark Weller </p>
REPORTS AND COMMUNICATION:	
Report from Closed Session	Board president reported no action taken in closed session.
3. Board Member Reports	This item is provided as an opportunity for trustees to give District related reports.
4. Superintendent's Report (Supplement)	<p>Assistant Superintendent of Business Services, Sid Albaugh facilitated the Board meeting.</p> <ul style="list-style-type: none"> - Enrollment/Staffing Report – Current enrollment is approaching the 3800 mark. Year over year we up 54 students, next year will be a good indicator of our growth trend. - May 2nd Intel Celebration Rescue Union School District will be receiving \$89, 075.00 from 8,000 Intel volunteer man hours. - Mr. Albaugh recognized Interim Human Resources Director, Jess Serna for the great work he has been doing on behalf of the district. - Open House schedule: Pleasant Grove - held on May 3 Rescue - held on May 5 Green Valley – May 10 Jackson – May 11 Lake Forest – May 16 Marina Village – May 17 Lakeview – May 18 - Promotion ceremonies for middle schools will be at 8:00 a.m. on May 26 <p>Director of Transportation, Patrick Cahill reported that Rescue Union applied for an electric school bus grant. We just received</p>

	notification that we were awarded the grant for \$400,000.00 for one bus and \$5,000.00 for infrastructure.
<p>5. Department Updates:</p> <p>Curriculum and Instruction/Technology Facilities Support Services</p>	<p>The Board received updates on current activities within these departments.</p> <p><u>C&I</u> This Friday marks the end of SBAC testing; we have been monitoring our completion rates to be sure we have met the 95% mark. In preparation for next year, an all call for presenters has gone out for our August 7 in-service date. We are recruiting our own teachers to provide staff development in their areas of expertise. Mr. Scroggins reported on the China visit in April by district representatives. He shared information on behalf of the group in three areas: what they were most impressed by, strength of the school programs and questions/ concerns. Principals will be meeting on May 17 for further discussion and next steps. Suzanna George, who also attended, commented on how we could help overcome some of the culture barriers to make our community feel better about the opportunity for our students to participate in the trip. This is a huge benefit for our students, encompassing 21st century learning as well as the global learning environment. Larry Garcia provided an update on technology throughout the district. He recognized the work of Joel Vilanova, who started with RUSD last September and Rene Buenrostro who was promoted to Database Support Specialist this year. He also reported on the accomplishments of his department this year above and beyond the day to day support. This included several in house projects completed by the technology department that resulted in a significant savings to the district in contractor costs. These projects included running wiring for the clock Intercom System at Lakeview and completing the wiring for wireless access points that are now in every classroom K-8. New this year, secretaries and student service secretaries piloted google forms as part of the process for open enrollment. The intent will be to expand on this next year further streamlining the process. We have received the entire order of chromebooks; 1,159 are within our district. The entire chromebook initiative cost was less than expected providing additional savings to the district.</p> <p><u>Facilities</u> Phil Jones thanked principals and staff for working with his department to help schedule grounds maintenance (mowing, weed eating and blowing) around the SBAC testing window. The Marina Village two story project is moving forward. Teachers have been preparing to move out of the portable classrooms so they can be relocated. Also moving forward with the asphalt tracks at Lake Forest, Marina Village and Jackson. The Marina Village kitchen remodel has been a smooth process however, there is a delay as the windows have been back ordered but should be available by May 19. Utility technicians have been doing some field renovations, getting them ready for the heat this summer.</p>

	<p>Staff has done a great job of preparing schools for Open House. The campuses are all in great shape and facilities look really good. Once school ends, the facilities department ramps up with a very busy summer.</p> <p><u>Support Services</u> Busy time of year with many transition meetings. A couple of programs coming up this summer. The first is the Extended School Year for our special education students starting on June 1 through June 28, half days at Jackson School. Then our summer program for our EL, lower socio-economic and foster youth (students captured in Goal 4 of our LCAP) begins on July 10 through July 28 for intervention and enrichment. Also a half day program that will be held at Green Valley and Pleasant Grove Schools. For next year will have hired our new counselors and an EL Coordinator.</p>						
PUBLIC COMMENTS:	There were no public comments.						
GENERAL:							
6. Board Policies (Supplement) (Second Reading and Possible Consideration for Action) Superintendent	<p>Periodically, the Board reviews, revises and/or adopts Board Policy. The following policies are provided for second reading and possible consideration for action.</p> <table border="1"> <tr> <td>BP 2110</td><td>Superintendent Responsibilities and Duties</td></tr> <tr> <td>BP 2120</td><td>Superintendent Selection and Recruitment</td></tr> <tr> <td>BP 2121</td><td>Superintendent's Contract</td></tr> </table> <p>Trustee White moved and Trustee George seconded to approve BP 2110 and BP 2120 as presented and BP 2121 with the recommended change. The motion passed 5-0.</p>	BP 2110	Superintendent Responsibilities and Duties	BP 2120	Superintendent Selection and Recruitment	BP 2121	Superintendent's Contract
BP 2110	Superintendent Responsibilities and Duties						
BP 2120	Superintendent Selection and Recruitment						
BP 2121	Superintendent's Contract						
7. Resolution #17-10 In Support of SB 751 – Fix the Reserve Cap (Supplement) (Consideration for Action) Superintendent	<p>The Board considered approval of Resolution #17-10 Supporting Senate Bill 751, and legislative efforts to modify the reserve cap law to restore governing board flexibility over the use of reserves to adequately prepare for economic difficulties and save for investments in educational programs.</p> <p>Trustee George moved and Trustee White seconded to approve Resolution #17-10 In Support of SB 751. The motion passed 5-0.</p>						
PERSONNEL:							
8. Resolution #17-11 Declaration of Need for Fully Qualified Educators (Supplement) (Consideration for Action) Interim Director of Human Resources	<p>Due to legislative changes in the process for hiring teachers with Emergency Teaching Permits and Credentials, a Declaration of Need for Fully Qualified Educators must be authorized at a public meeting by the Governing Board and submitted to the Commission on Teacher Credentialing. This Declaration shall remain in force until June 30, 2018. District administration recommends approval of this resolution for Declaration of Need for Fully Qualified Educators for 2017-2018.</p> <p>Trustee White moved and Trustee Kent seconded to approve Resolution #17-11 Declaration of Need for Fully Qualified Educators. The motion passed 5-0.</p>						

BUSINESS AND FACILITIES ITEMS:	These items are provided for Board information, discussion, and/or action.
9. Budget Update (Supplement) (Information Only) Assistant Superintendent of Business Services	The Board received an update of the current status of the District budget and any new information that could have a bearing on the budget for the 2017-2018 year.
10. Resolution #17-12 Designation of Applicant's Agent Resolution for Non-State Agencies (Supplement) (Consideration for Action) Assistant Superintendent of Business Services	<p>The Board considered approval of Resolution #17-12 - A Designation of Applicant's Agent Resolution for Non-State Agencies. This authorizes the listed representatives to apply and obtain disaster assistance from the Federal Emergency Management Agency and California Governor's Office of Emergency Services (Cal OES) when major disasters strike.</p> <p>Trustee Neal moved and Trustee George seconded to approve Resolution # 17-12 Designation of Applicant's Agent Resolution for Non-State Agencies. The motion passed 5-0.</p>
CURRICULUM & INSTRUCTION:	
11. Opportunities to Develop a School/Community Garden (Supplement) (Discussion Only) Assistant Superintendent of Curriculum and Instruction	<p>Kim Andreasen, Food Services Director, presented information on planning stages to incorporate local farms into our CA Thursdays with local produce into our kitchens.</p> <p>There was discussion regarding the feasibility of creating a garden/farm to provide produce for our schools, integration of curriculum, grants or other funding options and staff to run the program.</p> <p>With many options/opportunities to consider, it was suggested that perhaps a subcommittee be established to look at various areas of interest, and possible funding options.</p>
CONSENT AGENDA: (Consideration for Action)	<p>All matters listed under Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying reference materials and information as to not require additional discussion. A motion as referenced below will enact all items.</p> <p>Item # 13 was pulled for separate vote Trustee George moved and Trustee White seconded to approve the balance of the agenda. The motion passed 5-0.</p>
12. Board Meeting Minutes (Supplement)	Minutes of April 4, 2017 Regular Board Meeting.
13. Board Meeting Minutes (Supplement)	<p>Minutes of April 25, 2017 Special Meeting.</p> <p>Trustee George moved and Trustee Kent seconded to approve the minutes of the April 25, 2017 Special Meeting. The motion passed 4-0 with 1 abstention:</p>

	<p>Ayes: Trustee Neal, Kent, George and Brownell</p> <p>Abstention: Trustee White</p>
14. Board Meeting Minutes (Supplement)	Minutes of April 25, 2017 Study Session.
15. Board Meeting Minutes (Supplement)	Minutes of May 2, 2017 Special Meeting.
16. District Expenditure Warrants (Supplement)	Warrants must regularly be presented to the Board of Trustees for ratification. Detailed warrant order listings are available at the District Office. The supplement reflects expenditures from 4/6/17 through 5/4/17.
17. Personnel (Supplement)	Rescue Union School District's long-range goal is to recruit a diverse, high quality staff whose goals and philosophies are student focused. Periodically, changes in staffing occur due to need for additional positions, resignations, or requests for leaves of absence. All positions listed are within current budget allocations.
<p>A. Certificated Personnel</p> <p>Employment:</p> <p>Retirement:</p>	<p>Jessica Koltz, Counselor, (1.0 FTE), Green Valley,, effective 7/1/17</p> <p>Terry Libbon, Counselor, (1.0 FTE), Rescue, Lake Forest, Lakeview and Jackson, effective 7/1/17</p> <p>Lisa DiRicco, Teacher, (1.0 FTE), Marina Village, effective 6/30/17</p> <p>Karen Lindwall, Teacher, (1.0 FTE), District Office, effective 6/30/17</p> <p>Yvonne Stephens, Teacher, (1.0 FTE), Lakeview, effective 6/30/17</p>
<p>B. Classified Management:</p> <p>Amendment - Resignation:</p>	<p>Darrien Johnson, Director of Human Resources, (1.0 FTE), District Office, effective 4/14/17</p>
<p>C. Classified Personnel</p> <p>Amendment- Resignation:</p> <p>Employment:</p> <p>Resignation:</p> <p>Retirement:</p>	<p>Cynthia McKinney, Library/Media Coordinator, (1.0 FTE), Lakeview, effective 6/30/17</p> <p>Oscar Alvarado, Utility Technician, (1.0 FTE), Maintenance, effective 4/3/17</p> <p>Jacob Lanthier, Custodian, (1.0 FTE), Pleasant Grove, effective 4/19/17</p> <p>Kim O'Keefe, Itinerant Independence Facilitator, (.78 FTE), Pleasant Grove, effective 5/26/ 17</p> <p>Carol Karnes, School Secretary, (1.0 FTE), Green Valley, effective 8/7/17</p>

18. Attendance Report – P2 (Supplement)	Local Control funding is based on the average daily attendance (ADA). The state requires districts to submit an attendance report that discloses the district's average daily attendance for all full school months through April 15, 2017. This P-2 report showed a total ADA of \$3,610.94.
19. Investment Portfolio Report – Quarter ended March 31, 2017 (Supplement)	The Board will receive a written Investment Portfolio Report from the El Dorado County Treasurer / Tax Collector for the quarter ending March 31, 2017.
20. Elementary School Lab Replacement – Google Chromebox (Supplement)	The Board will receive information regarding the Google Chromebox purchase for all five elementary computer labs to remedy the decrease in performance of our existing equipment, in order to accommodate our SBAC testing.
21. Contract for Services (Supplement)	The Board will consider approval of the contract with retired annuitant to perform services in the area of school district human resources.
22. Consolidated Application (Supplement)	The District applies for Federal Categorical Program Funding on a yearly basis. The Application for Funding for 2016-2017 year is submitted to the Board for approval.
23. Resolution #17-13 GASB 54 Policy Change (Supplement)	The Governmental Accounting Standards Board (GASB) issued Standard 54, changing the requirements for how the fund balances are displayed. The Board adopted a policy implementing this standard in June 2011 requiring an annual review. The Board will consider approval of Resolution #17-13 revising fund balance policies.
24. Resolution #17-14 Budget Revisions and Transfers (Supplement)	The Board will consider Resolution #17-13 Budget Revisions and Transfers in accordance with the provisions of Section 42601 of the Education Code, authorizing budget transfers and revisions to the current year budget as necessary to permit payments of the obligations incurred during the 2016-2017 school year.
25. Overnight Field Trip and Contract: Jackson 4 th Grade (Supplement)	<p>The following field trip to Sierra Outdoor School has been approved by Instructional Services and is submitted with the service contract for Board approval.</p> <p>Sierra Outdoor School Jackson 4th Grade April 4-6, 2018</p>
26. Donations (Supplement)	<p>The Board and District appreciate and accept the following donations:</p> <p><u>Green Valley School</u></p> <ul style="list-style-type: none"> - \$134.62 donation through the Wells Fargo Matching Gifts Program from Mr. and Mrs. Daniel Anzini -
CLOSED SESSION:	The Board may reconvene to closed session as authorized by

	Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
OPEN SESSION:	Reconvene open session.
REPORT FROM CLOSED SESSION:	The Board president will report any action taken in closed session.
ADJOURNMENT:	Trustee White moved to adjourn the meeting at 8:56 p.m.

Suzanna George, Clerk

Date

Nancy Brownell, President

Date

Rescue Union School District

BOARD OF TRUSTEES SPECIAL MEETING MINUTES Friday, May 12, 2017 – 8:00 a.m. (closed session) 3371 Alyssum Circle, El Dorado Hills, CA 95762

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

ITEM	ITEM DESCRIPTION
CALL TO ORDER:	Board president called the meeting to order.
ROLL CALL:	✓Nancy Brownell, President ✓Kim White, Vice President ✓Suzanna George, Clerk ✓Stephanie Kent, Member ✓Tagg Neal, Member
PUBLIC COMMENTS:	There were no public comments
CLOSED SESSION:	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Public Employment	Superintendent
OPEN SESSION:	Reconvene Open Session.
REPORT FROM CLOSED SESSION:	Board president reported no action taken in closed session.
ADJOURNMENT:	The meeting adjourned at 3:05 p.m.

Suzanna George, Clerk

Date

Nancy Brownell, President

Date

Rescue Union School District

BOARD OF TRUSTEES SPECIAL MEETING MINUTES

Saturday, May 13, 2017 – 9:00 a.m. (closed session)
3371 Alyssum Circle, El Dorado Hills, CA 95762

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

ITEM	ITEM DESCRIPTION
CALL TO ORDER:	Board president called the meeting to order.
ROLL CALL:	✓Nancy Brownell, President ✓Kim White, Vice President ✓Suzanna George, Clerk ✓Stephanie Kent, Member ✓Tagg Neal, Member
PUBLIC COMMENTS:	There were no public comments.
CLOSED SESSION:	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Public Employment	Superintendent
OPEN SESSION:	Reconvene Open Session.
REPORT FROM CLOSED SESSION:	Board president report no any action taken in closed session.
ADJOURNMENT:	The meeting adjourned at 2:40 p.m.

Suzanna George, Clerk

Date

Nancy Brownell, President

Date

Rescue Union School District

BOARD OF TRUSTEES SPECIAL MEETING MINUTES

Tuesday, May 16, 2017 – 8:00 a.m. (closed session)
3371 Alyssum Circle, El Dorado Hills, CA 95762

DISTRICT MISSION

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ITEM	ITEM DESCRIPTION
CALL TO ORDER:	Board president called the meeting to order.
ROLL CALL:	✓Nancy Brownell, President ✓Kim White, Vice President ✓Suzanna George, Clerk ✓Stephanie Kent, Member ✓Tagg Neal, Member
PUBLIC COMMENTS:	There were no public comments.
CLOSED SESSION:	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Public Employment	Superintendent
OPEN SESSION:	Reconvene Open Session.
REPORT FROM CLOSED SESSION:	Board president reported no action taken in closed session.
ADJOURNMENT:	The meeting adjourned at 4:25 p.m..

Suzanna George, Clerk

Date

Nancy Brownell, President

Date

Rescue Union School District
2390 Bass Lake Road, Rescue, California 95672

BOARD OF TRUSTEES
STUDY SESSION MINUTES

Thursday, May 25, 2017 – 7:00 p.m. (Closed Session at 6:00 p.m.)
Rescue District Office Board Room

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

ITEM	ITEM DESCRIPTION
CALL TO ORDER:	Board President called the meeting to order.
ROLL CALL:	✓Nancy Brownell, President ✓Kim White, Vice President Suzanna George, Clerk ✓Stephanie Kent, Member ✓Tagg Neal, Member David Swart, Superintendent and Secretary to the Board ✓Sid Albaugh, Assistant Superintendent of Business Services ✓Dave Scroggins, Assistant Superintendent of Curriculum and Instruction
PUBLIC COMMENTS	There were no public comments concerning items on the Closed Session Agenda.
CLOSED SESSION: District Conference Room	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Public Employment Appointment/Employment	Superintendent
OPEN SESSION:	Reconvene open session in the Board Room.
Welcome	Board president provided an introduction to the Board Study Session format.
1. Adoption of Agenda (Consideration for Action)	Trustee White moved and Trustee Kent seconded to reorder the agenda. Item 4 moved to Item 2 and Item 2 will be moved to Item 4. The motion passed 4-0. <i>Reordered Agenda</i> <i>Item 2 – State Budget Update</i> <i>Item 3 – Local Control Accountability Plan Review</i> <i>Item 4 – Public Employee Contract Superintendent</i>

Report from Closed Session	The Board president reported no action taken in closed session.
PUBLIC COMMENTS:	There were no public comments.
BUSINESS AND FACILITIES:	
<i>Re-sequenced Agenda</i>	
2. State Budget Update (Supplement) (Information Only) Assistant Superintendent of Business Services	The Board heard an update on the Governor's May Revision to the State's Proposed Budget for 2017-2018. <i>(After this presentation concluded the Board reconvened closed session)</i>
RECONVENED CLOSED SESSION:	The Board reconvened closed session at 7:25 p.m.
RECONVENED OPEN SESSION:	The Board reconvened open session at 7:34 p.m. There was no action taken in closed session At this point in the meeting Trustee White moved to re-sequence now Item #4 Public Employment Contract – Superintendent to be heard before Item #3 Local Control and Accountability Plan Update (<i>reflected below</i>).
GENERAL:	
3. Public Employee Contract-Superintendent (Supplement) (Consideration for Action)	The Board will consider approval of the Employment Agreement for District Superintendent effective July 1, 2017. The Board of Trustees made their decision with input gathered from key stakeholders in the District regarding the desired qualities of the next Superintendent while working with the search firm Hazard, Young, Attea and Associates (HYA). An extremely strong pool of 40 interested educators submitted applications. The Board spent three days interviewing candidates concluding with the successful selection of Cheryl Olson. Trustee White moved and Trustee Neal seconded to approve the Employment Agreement between the District and Cheryl Olson, Superintendent. The motion passed 4-0. Trustee Brownell noted for the record that although Trustee George was unable to be present at this meeting, she was in complete agreement with the other members of the Board regarding the employment of Cheryl Olson for RUSD Superintendent. <i>(This item was presented as Item # 3 as shown, when the Board reconvened Open Session.)</i>

<i>There was a short reception to welcome the new RUSD Superintendent</i>	
4. Local Control Accountability Plan (LCAP) Review (Supplement) (Information Only) Superintendent Assistant Superintendent of Curriculum and Instruction	The Board reviewed and discussed the Local Control Accountability Plan (LCAP) for 2017-2020.
ADJOURNMENT:	Trustee White moved to adjourn the meeting at 8:44 p.m.

Suzanna George, Clerk Date

Nancy Brownell, President Date

015 RESCUE UNION SCHOOL DISTRICT J86402
05/11/17 KIP #7044

ACCOUNTS PAYABLE PRELIST
BATCH: 7044 05/11/17 KIP #7044

APY500 L.00.12 05/10/17 13:07 PAGE 19
<< Held for Audit >>

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date			FD RESC Y OBJT GOAL	FUNC LC1 LOC2 L3 SCH T9MPS			

100937/00 VERWAYEN, NICOLE

PV-171307	04/25/2017	OLLA CUCINA (D) 4/21	01-6264-0-5200-1110-1000-099-0604-00-000	NN			17.02	
PV-171307	04/25/2017	IL FORNAIO CUCINA (L) 4/22	01-6264-0-5200-1110-1000-099-0604-00-000	NN			20.43	
PV-171307	04/25/2017	TOLL BRIDGE 4/22	01-6264-0-5200-1110-1000-099-0604-00-000	NN			5.00	
TOTAL PAYMENT AMOUNT							42.45 *	42.45

102998/00 WELLS FARGO FINANCIAL LEASING 421074725

175141	PO-170129	04/23/2017	5003896545	MAY	1 01-0000-0-5690-1110-1000-081-0000-00-000	NN P	371.08	371.08
TOTAL PAYMENT AMOUNT							371.08 *	371.08

TOTAL BATCH PAYMENT	162,041.60 ***	0.00	162,041.60
TOTAL USE TAX AMOUNT	170.79		

TOTAL DISTRICT PAYMENT	162,041.60 ****	0.00	162,041.60
TOTAL USE TAX AMOUNT	170.79		

TOTAL FOR ALL DISTRICTS:	162,041.60 ****	0.00	162,041.60
TOTAL USE TAX AMOUNT	170.79		

Number of checks to be printed: 91, not counting voids due to stub overflows.

Pursuant to Rescue Union School District policy, the El
Dorado County Superintendent of Schools is hereby
authorized and directed to issue individual warrants to the
payees named herein.

District Designee

Date

5-10-17

APY500 L.00.12 05/16/17 15:53 PAGE 9
 << Held for Audit >>

Date _____

015 RESCUE UNION SCHOOL DISTRICT J91205
KIP #7046 05/25/17

ACCOUNTS PAYABLE PRELIST
BATCH: 7046 KIP 5/25/17 #7046

APY500 L.00.12 05/24/17 11:52 PAGE 14
<< Held for Audit >>

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date			FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS			Liq Amt	Net Amount

100453/00	WARREN CONSULTING ENGINEERS		710881835					
	PV-171441 03/30/2017 17-037C			35-0000-0-6170-0000-8500-024-1040-00-000 NN				750.00
	PV-171441 03/30/2017 17-037C			35-0000-0-6170-0000-8500-028-1042-00-000 NN				750.00
				TOTAL PAYMENT AMOUNT		1,500.00 *		1,500.00

104234/00	WEST COAST CUSTOMS		680379191					
175082 PO-170007 05/19/2017 CLOSE PER P.CAHILL				1 01-0842-0-5610-0000-3600-083-0000-00-000 NY C			1,000.00	0.00
				TOTAL PAYMENT AMOUNT		0.00 *		0.00

105082/00	WEST COAST SAND & GRAVEL INC		952547952					
175785 PO-170791 05/17/2017 CLOSE PRR P.JONES				1 01-8150-0-4300-0000-8500-044-0000-00-000 NN C			3,000.00	0.00
				TOTAL PAYMENT AMOUNT		0.00 *		0.00

002621/00	WILCO SUPPLY							
175025 PO-170059 05/02/2017 9059654-02				1 01-8150-0-4300-0000-8110-085-0000-00-000 NN P			0.00	237.45
175025 PO-170059 05/02/2017 9059654-01				1 01-8150-0-4300-0000-8110-085-0000-00-000 NN P			0.00	15.66
175025 PO-170059 05/03/2017 9059654-03				1 01-8150-0-4300-0000-8110-085-0000-00-000 NN P			0.00	18.77
				TOTAL PAYMENT AMOUNT		271.88 *		271.88

104611/00	YORKE, JULIE							
PV-171395 04/22/2017 MILEAGE 300 MILES				01-6264-0-5200-1110-1000-099-0604-00-000 NN				160.50
PV-171395 04/22/2017 MARRIOTT 1 NIGHT				01-6264-0-5200-1110-1000-099-0604-00-000 NN				160.96
PV-171395 04/22/2017 OLLA CUCINA (D) 4/21				01-6264-0-5200-1110-1000-099-0604-00-000 NN				17.02
PV-171395 04/22/2017 PARKING MARRIOTT				01-6264-0-5200-1110-1000-099-0604-00-000 NN				37.00
				TOTAL PAYMENT AMOUNT		375.48 *		375.48

005634/00	YOUNGDAHL CONSULTING GROUP INC		580046553					
PV-171404 04/30/2017 60298				01-0000-0-5806-0000-7200-081-0000-00-000 N7				700.00
				TOTAL PAYMENT AMOUNT		700.00 *		700.00

Pursuant to Rescue Union School District policy, the El
Dorado County Superintendent of Schools is hereby
authorized and directed to issue individual warrants to the
payees named herein.


District Designer

5-24-17
Date

TOTAL BATCH PAYMENT	163,730.37 ***	0.00	163,730.37
TOTAL USE TAX AMOUNT	22.38		
TOTAL DISTRICT PAYMENT	163,730.37 ****	0.00	163,730.37
TOTAL USE TAX AMOUNT	22.38		
TOTAL FOR ALL DISTRICTS:	163,730.37 ****	0.00	163,730.37
TOTAL USE TAX AMOUNT	22.38		

Number of checks to be printed: 77, not counting voids due to stub overflows.
Number of zero dollar checks: 11, will be printed.

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				Liq Amt	Net Amount
Req Reference	Date	Description	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS							
100354/00	WINBERG, MICHELLE									
PV-171478	05/26/2017	SMART & FINAL	01-9420-0-4300-1110-1000-020-0000-90-000 NN							35.26
PV-171478	05/26/2017	\$TREE	01-9420-0-4300-1110-1000-020-0000-90-000 NN							14.11
PV-171478	05/26/2017	WALMART	01-9420-0-4300-1110-1000-020-0000-90-000 NN							10.61
PV-171478	05/26/2017	WINCO	01-9420-0-4300-1110-1000-020-0000-90-000 NN							46.19
PV-171478	05/26/2017	WALGREENS	01-9420-0-4300-1110-1000-020-0000-90-000 NN							80.00
PV-171478	05/26/2017	MOUNTAIN MIKE'S	01-9420-0-4300-1110-1000-020-0000-90-000 NN							32.58
PV-171478	05/26/2017	\$TREE	01-9420-0-4300-1110-1000-020-0000-90-000 NN							10.70
		TOTAL PAYMENT AMOUNT	229.45 *							229.45

105057/00	WISKEL, STACIE					
PV-171471	05/19/2017	OSH	01-9428-0-4300-1110-1000-028-0000-98-000	NN		22.61
PV-171471	05/19/2017	MICHAEL'S	01-9428-0-4300-1110-1000-028-0000-98-000	NN		93.02
PV-171471	05/19/2017	SCHOLASTIC	01-9428-0-4300-1110-1000-028-0000-98-000	YN		44.00
PV-171471	05/19/2017	AMAZON	01-9428-0-4300-1110-1000-028-0000-98-000	YN		14.77
PV-171471	05/19/2017	AMAZON	01-9428-0-4300-1110-1000-028-0000-98-000	NN		26.94
PV-171471	05/19/2017	AMAZON	01-9428-0-4300-1110-1000-028-0000-98-000	YN		42.93
PV-171471	05/19/2017	AMAZON	01-9428-0-4300-1110-1000-028-0000-98-000	YN		24.94
		TOTAL PAYMENT AMOUNT			269.21 *	269.21
		TOTAL USE TAX AMOUNT			9.18	

TOTAL BATCH PAYMENT	340,337.82 ***	0.00	340,337.82
TOTAL USE TAX AMOUNT	46.66		
TOTAL DISTRICT PAYMENT	340,337.82 ****	0.00	340,337.82
TOTAL USE TAX AMOUNT	46.66		
TOTAL FOR ALL DISTRICTS:	340,337.82 ****	0.00	340,337.82
TOTAL USE TAX AMOUNT	46.66		

Number of checks to be printed: 55, not counting voids due to stub overflows.
Number of zero dollar checks: 1, will be printed.

Pursuant to Rescue Union School District policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named herein.

District Delegation

Data

015 RESCUE UNION SCHOOL DISTRICT J95180
#7048 KIP 06/08/17

ACCOUNTS PAYABLE PRELIST
BATCH: 7048 KIP 06/08/17 #7048

APY500 L.00.12 06/07/17 13:45 PAGE 13
<< Held for Audit >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESC Y	OBJT GOAL	FUNC LC1	LOC2 L3	SCH T9MPS	Liq Amt

104213/00	VALLEY POWER SYSTEM NORTH INC	270866436						
175081	PO-170008 06/02/2017 INC FOR PYMNT		1	01-0842-0-4360-0000-3600-083-0000-00-000	NN	C		99.59
175081	PO-170008 06/02/2017 INC FOR PYMNT		1	01-0842-0-4360-0000-3600-083-0000-00-000	NN	O		-1,599.59
	TOTAL PAYMENT AMOUNT				0.00	*		0.00

100001/00 VERIZON WIRELESS

PV-171499 05/18/2017 9786005230

	01-0000-0-5901-0000-7600-081-0000-00-000	NN						1,045.63
	TOTAL PAYMENT AMOUNT				1,045.63	*		1,045.63

101810/00 WAYNE'S LOCKSMITH

680433687

PV-171492 05/26/2017 24877

	01-8150-0-4300-0000-8110-085-0000-00-000	NY						12.96
	TOTAL PAYMENT AMOUNT				12.96	*		12.96

002621/00 WILCO SUPPLY

PV-171503 05/24/2017 9062331-00

	01-8150-0-4300-0000-8110-085-0000-00-000	NN						386.40
	TOTAL PAYMENT AMOUNT				386.40	*		386.40

TOTAL BATCH PAYMENT	70,308.80	***	0.00	70,308.80
TOTAL USE TAX AMOUNT	125.81			

TOTAL DISTRICT PAYMENT	70,308.80	****	0.00	70,308.80
TOTAL USE TAX AMOUNT	125.81			

TOTAL FOR ALL DISTRICTS:	70,308.80	****	0.00	70,308.80
TOTAL USE TAX AMOUNT	125.81			

Number of checks to be printed: 52, not counting voids due to stub overflows.
Number of zero dollar checks: 23, will be printed.

Pursuant to Rescue Union School District policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named herein.

District Designee

Date

ITEM #: 25A
DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Administrative Personnel

BACKGROUND:

Periodically changes in administrative staffing occur due to hiring, promotions, resignations or requests for leaves of absence. The Board must formally approve these requests.

STATUS:

The following administrative personnel changes are listed on the agenda.

Name	Personnel Action	FTE	Position	School or Dept.	Effective Date
Amy Bohren	Employment	1.0	EL Program Coordinator	District Office	7/1/17

FISCAL IMPACT:

Fiscal impact will be reflected in the 2017-2018 budget.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Superintendent recommends the Board approve the above personnel actions.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Certificated Personnel

BACKGROUND:

Periodically changes in certificated staffing occur due to hiring, resignations or request for leaves of absence. The Board must formally approve these requests.

STATUS:

The following certificated personnel changes are listed on the agenda.

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
Amy Hadden	Employment	1.0	Teacher	Jackson	8/7/17
Kathryn Kelleher	Employment	1.0	Teacher	Jackson	8/7/17
Tonia Nichols	Employment	.43	Teacher	Jackson	8/7/17
Mila Olson	Employment	1.0	Teacher	All Elementary	8/7/17
Alyssa Pierce	Employment	1.0	Teacher	Lake Forest	8/7/17
Rebecca Peters	Employment	1.0	Teacher	Rescue	8/7/17
Mary Carol "MC" Abajian	Employment (Temp)	1.0	Teacher	Lake Forest	8/7/17
Shannon Alexander	Employment (Temp)	1.0	Teacher	Lake Forest	8/7/17
Gretchen Belleci	Employment (Temp)	1.0	Teacher	Rescue	8/7/17
Mary Brown	Employment (Temp)	.23	Nurse	Lakeview	8/7/17
Daniel Hedman	Employment (Temp)	1.0	Teacher	Rescue	8/7/17
Ana Mountain	Employment (Temp)	1.0	Teacher	Lake Forest	8/7/17
Kristen Rickey	Employment (Temp)	1.0	Teacher	Rescue	8/7/17

FISCAL IMPACT:

Fiscal impact will be reflected in the 2017-18 budget.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Superintendent recommends the Board approve the above personnel actions.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel

BACKGROUND:

Periodically changes in classified staffing occur due to hiring, resignations or requests for leaves of absence. The Board must formally approve these requests.

STATUS:

The following classified personnel changes are listed on the agenda:

Name	Personnel Action	Position FTE	Position	School/Dept.	Effective Date
Karen Chambers	Employment	1.0	School Secretary	Green Valley	8/2/17
David Conolly	Employment	1.0	Custodian	Rescue	6/14/17
Erin Sargent	Employment	1.0	Library Media Coordinator	Lakeview	7/21/17
Alan Feinberg	Resignation	.70	Bus Driver	Transportation	6/7/17
Brian Loyd	Resignation	.70	Bus Driver	Transportation	5/29/17
Imelda Schwab	Resignation	.44	Food Service Worker	Food Service	5/29/17
Murriel Hackney	Retirement	.4375	RSP Paraeducator	Pleasant Grove	5/29/17

FISCAL IMPACT:

Fiscal impact will be reflected in the 2016-17 and 2017-18 budget years.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Superintendent recommends the Board approve the above personnel actions.

ITEM#: 26
DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **Moody's Investors Service – Annual Comment on Rescue USD (May 16, 2017)**

BACKGROUND:

Moody's Investor Service provides investors in municipal securities annual financial and rating updates on the current fiscal outlook for individual agencies. Because, Rescue Union School District has issued debt to investors in the past, Moody's provides this Issuer Comment to investors and also shares this information with the District.

STATUS:

Rescue USD's credit position is very strong, and its Aa2 rating slightly exceeds the median rating of Aa3 for school districts nationwide. The key credit factors include a healthy financial position, and a substantial tax base with an affluent socioeconomic profile. The credit profile also reflects an extremely small debt burden with a somewhat elevated pension liability.

FISCAL IMPACT:

Information Item – No Fiscal Impact

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district financially solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

N/A

ISSUER COMMENT

16 May 2017

RATING

General Obligation (or GO Related) ¹

Aa2 No Outlook

Contacts

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Eric Hoffmann 415-274-1702
 Senior Vice President/
 Manager
 eric.hoffmann@moody's.com

Rescue Union School District, CA

Annual Comment on Rescue USD

Issuer Profile

Rescue Union School District is located in El Dorado County in northern California, approximately 25 miles east of Sacramento. El Dorado County has a population of 183,087 and a population density of 107 people per square mile. The county's per capita personal income is \$56,965 (1st quartile) and the November 2016 unemployment rate was 4.7% (3rd quartile). ² The largest industry sectors that drive the local economy are real estate, local government, and retail trade.

Credit Overview

Rescue USD's credit position is very strong, and its Aa2 rating slightly exceeds the median rating of Aa3 for school districts nationwide. The key credit factors include a healthy financial position, and a substantial tax base with an affluent socioeconomic profile. The credit profile also reflects an extremely small debt burden with a somewhat elevated pension liability.

Finances: The district has a strong financial position, which is slightly favorable in comparison to the assigned rating of Aa2. Rescue USD's net cash balance as a percent of revenues (26.5%) is on par with the US median and grew markedly from 2013 to 2016. Moreover, the available fund balance as a percent of operating revenues (18.7%) approximates the US median.

Economy and Tax Base: The economy and tax base of the district are exceptionally healthy and are relatively favorable in comparison to its Aa2 rating. The median family income equates to a robust 170.5% of the US level. Additionally, Rescue USD's total full value (\$5 billion) is above other Moody's-rated school districts nationwide and grew materially between 2013 and 2016. Lastly, the full value per capita (\$141,064) is much stronger than the US median.

Debt and Pensions: The district has a manageable debt burden that is aligned with the assigned rating of Aa2. The net direct debt to full value (0.7%) is materially lower than the US median. In contrast, Rescue USD has an elevated pension burden that is unfavorable when compared to its Aa2 rating. The Moody's-adjusted net pension liability to operating revenues (2.2x) is above the US median.

Management and Governance: The ability to generate positive operating margins demonstrates strong financial management. On average, Rescue USD ran surpluses and concurrently, the tax base generally grew.

California school districts have an Institutional Framework score ³ of A, which is moderate compared to the nation. Institutional Framework scores measure a sector's legal ability

to increase revenues and decrease expenditures. California school districts' major revenue sources are determined by the state government or, for the most part, can only be raised with voter approval. Ad valorem property tax rates cannot be increased above 1% except to meet GO bond payments, and assessed valuation growth is also generally limited to 2% annually unless a property changes ownership. Unpredictable revenue fluctuations tend to be moderate, or between 5-10% annually. Across the sector, fixed and mandated costs are generally less than 25% of expenditures. However, California has strong public sector unions and additional expenditure constraints, which limit the ability to make cuts. Unpredictable expenditure fluctuations tend to be minor, under 5% annually.

Sector Trends - California School Districts

California school districts will continue to benefit from improved local economies, growing assessed valuations, and enhanced state funding, which has increased more than \$9 billion since fiscal 2014. Liquidity is also improving, as all state deferrals were eliminated in fiscal 2016. Districts will face budgetary pressures from rising pension contributions, academic program expansion and increased employee compensation. Improved state revenue should help address these challenges. Charter schools are not a credit pressure for the majority of California districts. Only in some major urban areas does the prevalence of charter schools pressure districts by reducing enrollment and therefore allocated state funding.

EXHIBIT 1

Key Indicators ^{4 5}

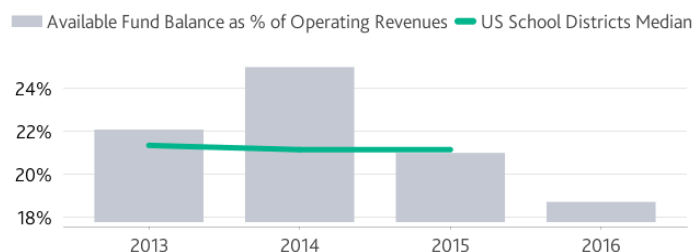
Rescue USD, CA

	2013	2014	2015	2016	US Median	Credit Trend
Economy / Tax Base						
Total Full Value	\$4,454M	\$4,458M	\$4,736M	\$4,975M	\$1,872M	Improved
Full Value Per Capita	\$127,767	\$127,099	\$134,288	\$141,064	\$80,896	Improved
Median Family Income (% of US Median)	173%	167%	170.5%	170.5%	103.1%	Stable
Finances						
Available Fund Balance as % of Operating Revenues	22.1%	25.0%	21.0%	18.7%	21.1%	Stable
Net Cash Balance as % of Operating Revenues	14.9%	22.3%	22.3%	26.5%	25.1%	Improved
Debt / Pensions						
Net Direct Debt / Full Value	0.83%	0.83%	0.77%	0.72%	1.5%	Stable
Net Direct Debt / Operating Revenues	1.05x	1.27x	1.18x	1.02x	0.75x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	1.2%	1.5%	1.6%	1.6%	3.1%	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	1.51x	2.23x	2.41x	2.18x	1.58x	Weakened

Source: Moody's Investors Service

EXHIBIT 2

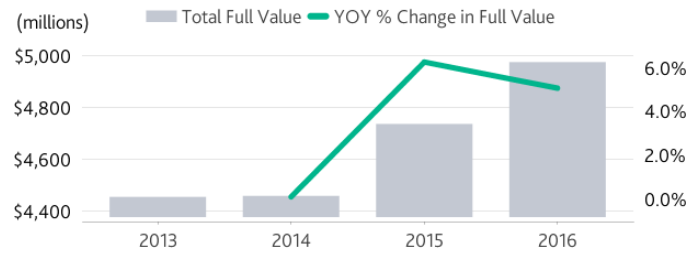
Available fund balance as a percent of operating revenues decreased from 2013 to 2016



Source: Issuer financial statements; Moody's Investors Service

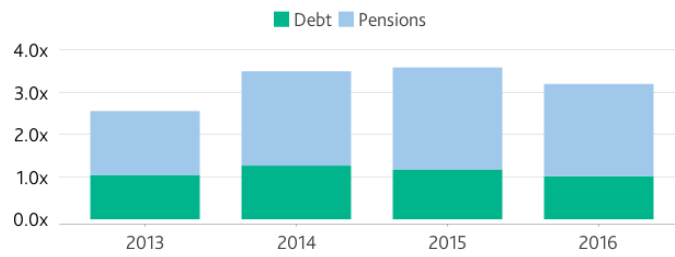
This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody.com for the most updated credit rating action information and rating history.

EXHIBIT 3

Full value of the property tax base increased between 2013 and 2016

Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

EXHIBIT 4

Moody's-adjusted net pension liability to operating revenues grew from 2013 to 2016

Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

Endnotes

- 1 The rating referenced in this report is the government's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally a security backed by the full faith and credit pledge and total taxing power of the local government. See [Local Government GO Pledges Vary Across States](#) for more details. GO-related ratings include issuer ratings, which are GO-equivalent ratings for governments that do not issue GO debt. GO-related ratings also include ratings on other securities that are notched or otherwise related to what the government's GO rating would be, such as annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantee or enhancement programs or bond insurance.
- 2 The per capita personal income data and unemployment data for all counties in the US census are allocated to quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile. The first quartile consists of the top 25% of observations in the dataset, the second quartile consists of the next 25%, and so on. The median per capita personal income for US counties is \$46,049 for 2014. The median unemployment rate for US counties is 5.1 % for June 2016.
- 3 The institutional framework score measures a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(January 2014\)](#) for more details.
- 4 For definitions of the metrics in the Key Indicators Table, US Local Government General Obligation Methodology and Scorecard User Guide (July 2014) . The population figure used in the Full Value Per Capita ratio is the most recently available, most often sourced from either the US Census or the American Community Survey.

Similarly, the Median Family Income data reported as of 2012 and later is always the most recently available data and is sourced from the American Community Survey. The Median Family Income data prior to 2012 is sourced from the 2010 US Census. The Full Value figure used in the Net Direct Debt and Moody's-adjusted Net Pension Liability (3-year average ANPL) ratios is matched to the same year as audited financial data, or if not available, lags by one or two years.

Certain state-specific rules also apply to Full Value. For example, in California and Washington, assessed value is the best available proxy for Full Value. Certain state specific rules also apply to individual data points and ratios. Moody's makes adjustments to New Jersey local governments' reported financial statements to make it more comparable to GAAP.

Additionally, Moody's ANPLs reflect analyst adjustments, if any, for pension contribution support from non-operating funds and self-supporting enterprises. Many local government pension liabilities are associated with its participation in the statewide multiple-employer cost-sharing plans. Metrics represented as N/A indicate the data were not available at the time of publication.

- 5 The medians come from our most recently published local government medians report, [Medians – Growing Tax Bases and Stable Fund Balances Support Sector's Stability \(March 2016\)](#) . The medians conform to our US Local Government General Obligation Debt rating methodology published in January 2014.

As such, the medians presented here are based on the key metrics outlined in the methodology and the associated scorecard. The appendix of this report provides additional metrics broken out by sector, rating category, and population. We use data from a variety of sources to calculate the medians, many of which have differing reporting schedules. Whenever possible, we calculated these medians using available data for fiscal year 2014.

However, there are some exceptions. Population data is based on the 2010 Census and Median Family Income is derived from the 2012 American Community Survey. Medians for some rating levels are based on relatively small sample sizes. These medians, therefore, may be subject to potentially substantial year-over-year variation. Our ratings reflect our forward looking opinion derived from forecasts of financial performance and qualitative factors, as opposed to strictly historical quantitative data used for the medians.

Our expectation of future performance combined with the relative importance of certain metrics on individual local government ratings account for the range of values that can be found within each rating category. Median data for prior years published in this report may not match last year's publication due to data refinement and changes in the sample sets used, as well as rating changes, initial ratings, and rating withdrawals.

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MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

REPORT NUMBER

1069320

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Out-of-State Travel

BACKGROUND:

In order to align instruction to the California State Standards and provide effective learning opportunities that meet the needs of all students, appropriate training must be provided to the teachers and administrators. The SDE (Staff Development for Educators) is hosting their national conference designed to assist teachers in implementing standards and meeting the needs of students. The conference is located in Las Vegas, NV.

STATUS:

The staff at Pleasant Grove are always searching for ways to improve student engagement, provide more opportunities for differentiated instruction, and establish practices that are inclusive of all learners. To this end, Hope Migliaccio and Megan Nason are requesting permission to attend an out of state conference hosted by one of America's leading providers of professional development, the SBE. This conference includes multiple sessions on school leadership, differentiation, student engagement, and attendees will have access to presentation handouts and slides from over 300 conference sessions.

FISCAL IMPACT:

The training is projected to cost approximately \$679.00 per person and associated costs would be covered by the district.

BOARD GOAL:

Board Focus Goal IV - STAFF NEEDS:

Attract and retain, diverse knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Board of Trustees approve participation in the National Conference 2017 for Hope Migliaccio and Megan Nason.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Out-of-State Travel

BACKGROUND:

This conference for school transportation professionals will explore the latest best practices in providing leadership and service that can help to improve operations and safety while getting more quantifiable results from transportation teams.

STATUS:

Patrick Cahill, Director of Transportation would participate in the Annual North America School Bus Expo Conference July 7-12, 2017 in Reno Nevada. This event welcomes transportation professional nationwide who want to learn the latest trends in training, products and services as well as to produce effective results for transportation teams and operations..

FISCAL IMPACT:

The training is projected to cost approximately \$399.99 per person and associated costs would be covered by the district.

BOARD GOAL:

Board Focus Goal IV - STAFF NEEDS:

Attract and retain, diverse knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Board of Trustees approve participation at the School Bus EXPO Conference in Reno Nevada for the Director of Transportation.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Rescue Union School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2017 through June 30, 2018:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Mileage	IRS Standard Rate

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Rescue Union School District

Fagen Friedman & Fulfroft LLP



~~David Swart~~, Superintendent (Interim)

Chris Keeler, Managing Partner

Sid Albaugh

DATE: 6-5-17

DATE: June 4, 2017





Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

Rescue Union School District
July 1, 2017 through June 30, 2018

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$195 - \$225 per hour
Partner	\$240 - \$275 per hour
Of-Counsel	\$275 per hour
Paralegal/Law Clerk	\$115 - \$145 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$185 per hour
Education Consultant	\$165 per hour
Communication Services Consultant	\$225 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

ITEM #: 30

DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **Agreement with Buckeye Union School District for Food Services Management Services**

BACKGROUND:

The Rescue Union School District has contracted for many years to provide management of the Food Services program at Buckeye Union School District. For 2017-18, Buckeye Union School District has requested the contractual arrangement continue for 50% of the Director of Food Services time.

STATUS:

Buckeye District will contract with Rescue for an amount equal to 50% of the Director of Food Services expenditures for 2017-2018. The effective date of the contract is July 1, 2017. The services to be provided will be managerial services including scheduling, consultation on supervision of staff, consulting on facility design and program operations and oversight of state and federal reporting.

FISCAL IMPACT:

The amount to be received for these services for 2017-2018 will be approximately \$64,000.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

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RECOMMENDATION:

District staff recommends the Board of Trustees approve the agreement with Buckeye Union School District for the services of the Director of Food Services.

JOINT FOOD SERVICE DIRECTOR AGREEMENT
FOR THE 2017-2018 SCHOOL YEAR
BY AND BETWEEN
RESCUE UNION SCHOOL DISTRICT
AND
BUCKEYE UNION SCHOOL DISTRICT

This Agreement is made and entered into on this 19th day of April, 2017 by and between the RESCUE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Rescue") and the BUCKEYE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Buckeye"), regarding the maintenance of a joint food service director delivery model for each school district's food service program.

RECITALS

WHEREAS, Rescue and Buckeye mutually desire to provide food service for pupils in their districts in the most effective and economical way possible;

WHEREAS, both Rescue and Buckeye have thoroughly investigated the joint service of a food service director, and have found that such a joint service provision to be the most cost effective and efficient method by which to provide supervision of their respective food service programs; and

WHEREAS, California Education Code Section 35160 provides authority by which districts may jointly provide for food service; and

NOW, THEREFORE, IN CONSIDERATION OF THE ACTS AND PROMISES CONTAINED HEREIN, the parties agree as follows:

AGREEMENT

1. SERVICES:

Either party may avail itself of the Food Services Director services of the Rescue Food Services Department in accordance with the terms set out herein.

Buckeye will receive the following services from the Joint Food Services Director, such duties to include but not be limited to:

- ~J Schedules, allots time, and assigns food services personnel for all food services operations with the school district.
- ~J Instructs, supervises, and evaluates food service personnel.

-J Consults with management about facility design, needed equipment and food service operations.

-J Maintains accurate records and reviews all state reports.

2. **MANAGEMENT:**

The parties shall meet to discuss issues and operating procedures through which food service supervision and evaluation of joint services will be provided.

3. **MUTUAL AID:**

Parties agree to provide mutual aid to each other upon request. Such mutual aid shall include, but not necessarily be limited to substitute food service employees.

4. **PAYMENT:**

Buckeye will reimburse Rescue for Food Service Director services in an amount equal to 50% of the cost of the Food Services Director annual salary, mileage stipend and benefits.

Rescue shall be responsible for maintaining employee records; i.e., health benefits, sick leave, vacation and compensatory time.

5. **TIME OF PAYMENT:**

Buckeye shall pay Rescue on a quarterly basis within 30 days of billing.

6. **LIABILITY:**

Parties agree to mutually indemnify each other for any liability which arises out of or is related to any claim for damages arising out of or related to the services provided by the Food Services Director. It is agreed and understood that such indemnification shall include the cost of defense of any litigation or other legal action that may result.

7. **TERM/RENEWAL OF CONTRACT:**

This agreement shall be for a period of one year beginning July 1, 2017, and ending June 30, 2018. It may be renewed for additional terms of one year by the following procedure:

- a. On or before February 15th of each year, Rescue shall notify Buckeye if it wishes to continue this agreement, and of any modifications it desires in terms or conditions.

- b. Within 60 days after receipt of notification from Rescue, Buckeye shall respond, either accepting the continuation of the agreement with its modifications, rejecting the continuation of the agreement, or counter offering a continuation with new modifications.
- c. If Buckeye accepts the continuation, but makes new modifications, the parties shall have 30 days in which to reach a final agreement.

RESCUE UNION SCHOOL DISTRICT



David Swart, Superintendent

Dated: _____

4/19/17

BUCKEYE UNION SCHOOL DISTRICT



Dr. David Roth, Superintendent

Dated: _____

5/3/17

ITEM #: 31
DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: 2016-2017 Food Services Code of Conduct, Procurement

BACKGROUND:

The federal government released Title 2, Code of Federal Regulations (2CFR), Part 200, which includes the requirements for all child nutrition programs (CNP) to develop and maintain two procurement documents (1) a written code of conduct, and (2) procurement procedures.

STATUS:

The California Department of Education (CDE) Nutrition Services Division has been working with districts to comply with these regulations through trainings and webinars.

FISCAL IMPACT:

It is the intent of the District Food Service Department to award contracts based on price and responsible bidders. Fiscal Impact would be to acquire the best service for the best price.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

The District recommends approval of the Food Service Code of Conduct.



Rescue Union School District

Procurement Codes of Conduct: Child Nutrition Program

The Rescue Union School District's Governing Board expects district employees to maintain the highest ethical standards, exhibit professional behavior, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employee conduct should enhance the integrity of the district, advance the goals of the district's educational programs, and contribute to a positive school climate. (BP 4219.21)

Conflict of Interest Code

A board member or designated employee shall not make, participate in making or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonable foreseeable material financial effect" on one or more of the Board member's or designated employee's economic interests, unless the effect is indistinguishable from the effect on the public generally or the Board members or designated employees participation is legally required. BB 9270 (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

Code of Conduct: Nutrition Services Procurement Program

In accordance with the general procurement standards in Title 2, *Code of Federal Regulations (2CFR)*, Section 200.318(c), Rescue Union School District has developed and will maintain written standards of conduct to cover potential personal and organizational conflicts of interest (BB 9270). The following written standards govern the actions of agency employees, officers, or agents who engage in the selection, award and administration of contracts for the Food Services Department, which receives funding through state and federal awards.

Any person employed by the Rescue Union School District who purchases goods and services for the Foods Services Department, or is involved in the purchasing process for the Rescue Union School District, shall be bound by this code and shall:

1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
2. Diligently follow all lawful instructions while using professional judgement, reasonable care, and exercising only the authority granted.

3. Conduct all purchasing activities in accordance with the laws, while remaining alert to and advising the Director of Food Services regarding the legal ramifications of the purchasing decisions.
4. Refrain from any private or professional activity that would create a conflict between personal interests and the interests of the Rescue Union School District.
5. Identify and strive to eliminate participation of any individual in operational situations where a conflict of interest may be involved.
6. Never solicit or accept money, loans, credits, or prejudicial discounts, and avoid the acceptance of gifts, entertainment, favors, or services from present or potential suppliers which might influence or appear to influence purchasing decisions.
7. Promote positive supplier relationships through impartiality in all phases of the purchasing cycle.
8. Display the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the public being served.
9. Provide an environment where all business concerns, large or small, majority or minority owned including businesses owned and operated by women are afforded an equal opportunity to compete Rescue Union School District's business.
10. Enhance the proficiency and stature of the purchasing profession by adhering to the highest standards of ethical behavior.

Please Note: To be in compliance with the Rescue Union School District's *Conflict of Interest Code* (BB 9270) any Rescue Union School District's board member, employee, officer, or agent who engages in the selection, award and administration of contracts funded by federal or state awards will be required to sign a Form 700: *Annual Statement of Economic Interests* which will be filed with the Elections Department, 2850 Fairlane Ct. Bldg. C, Placerville, CA 95667.

Procurement Standards

Rescue Union School District must conduct all procurement transactions in a manner that allows full and open competition consistent with the standards in *2 CFR, Section 200.319*. To ensure objective vendor performance and eliminate any unfair competitive advantage, vendors that develop or draft specifications, requirements, statements of work, invitations for bid (IFB), or request from proposals (RFP) must be excluded from competing for the bid (*2 CFR, Section 200.319[a]*).

Actions that restrict competition include, but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business.
2. Requiring unnecessary experience and excessive bonding.
3. Conducting noncompetitive pricing practices between firms or between affiliated companies.
4. Awarding noncompetitive contracts to consultants who are on retainer contracts.
5. Allowing organizational conflicts of interest.
6. Specifying brand name product instead of allowing an equal product to be offered by describing the product performance or other relevant requirements.
7. Engaging in any arbitrary action during the procurement process such as awarding a contract without valid reason to a vendor that did not rank first or lowest in price according to the agency's evaluation criteria when awarding a contract.

Incentives

Incentives that may serve to induce or influence an employee engaged in the selection, award, of administration of contracts may be unlawful. Examples of incentives include, but are not limited to:

- Extra goods or services that were not solicited
- Gifts (Such as free merchandise, extra tickets, gift cards)
- Money for scholarships
- Cash
- Points that can be redeemed for merchandise

To avoid noncompliance with federal procurement regulations (including , but not limited to 2CFR, sections 200.318, 200.319, and 400.2) and to prevent bid protests, this written Code of Conduct prohibits Rescue Union School District Staff from accepting any incentives offered by a bidder for any Rescue Union School District staff member's personal use.

Incentives solicited by Rescue Union School District in the RFP or IFB may be allowable if the incentive or related item benefits the food service operation.

When requesting incentives, the Rescue Union School District must keep in mind the following:

- All responsive bids or proposals, including those without the requested incentive, must be evaluated.
- All requested incentives must exclusively and directly benefit the food service program; incentives that are retained by the Rescue Union School District for non-program use, or given to employees or students as a reward for an accomplishment, are not allowed.
- Soliciting incentives must not create a barrier to full and open competition.
- Eliminating bidders based on the provision of incentives or points programs limits full and open competition by placing unreasonable requirements on those bidders that are unable or unwilling to provide such incentives.
- Requesting incentives may reduce the pool of bidders
- Unless all bidders can offer the solicited incentives, the Rescue Union School District may not score the solicited item as part of the evaluation criteria.
- Bids and proposals that include unsolicited incentives are considered overly responsive and Rescue Union School District may be required to disqualify overly responsive bids, especially if it causes a material change to the RFP.

Definitions:

Conflict of Interest: A conflict of interest arises when an agency's employee, officer, agent, or any member of their immediate family, a partner, or an organization that employs or is about to employ any immediate family member, has a financial or other interest in—or would gain a tangible personal benefit from—a firm considered for a contract.

Consequences

Pursuant to 7 CFR, Section 210.19(a) (4), the California Department of Education (CDE) is required to investigate complaints received or irregularities noted in connection with the operation of the food service program. This requirement extends to the performance of individuals and organizations engaged in contract solicitation, award, and administration. The CDE's oversight and monitoring of Rescue Union School District's procurement activities includes a review of the Rescue Union School District's written Code of Conduct and, when necessary, investigations of reported real or apparent conflicts of interest. If a CDE investigation reveals that the district violated their Code of Conduct, the CDE will issue a finding of noncompliance and require the District to take corrective action. Consequences for failure to comply with federal regulations are outlined in 2CFR, sections 200.338 (Remedies for Noncompliance) and 200.339 (Termination), and may include temporary withholding of cash payments, suspension of program funding, denial of all or part of the cost of the noncompliant activity, and/or other remedies to bring the District into compliance and termination.

Rescue Union School District employees, officers, or agents who engage in the selection, award and administration of contracts should be familiar with federal, state, and local laws regarding the misuse of public funds that could lead to other consequences, including civil or criminal penalties, lawsuits, and bid protests that may also result in public mistrust. Rescue Union School District shall be responsible for ensuring that their procurements and contracts comply with all applicable laws, program instructions, and guidance materials, and will consult their legal counsel regarding any proposed procurement methods or contract language.

ITEM #: 32
DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: 2016-2017 Food Services Procurement Procedures

BACKGROUND:

The federal government released Title 2, Code of Federal Regulations (2CFR), Part 200, which includes the requirements for all child nutrition programs (CNP) to develop and maintain two procurement documents (1) a written code of conduct, and (2) procurement procedures.

STATUS:

The California Department of Education (CDE) Nutrition Services Division has been working with districts to comply with these regulations through trainings and webinars.

FISCAL IMPACT:

It is the intent of the District Food Service Department to award contracts based on price and responsible bidders. Fiscal Impact would be to acquire the best service for the best price.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

The District recommends approval of the Food Service Procurement Procedures.



Rescue Union School District

CHILD NUTRITION PROGRAMS

PROCUREMENT PROCEDURES

This procurement plan contained on the following pages 1 through 10 will be implemented on February 1, 2017, from that date forward until amended. All procurement must adhere to free and open competition. District Food Nutrition staff must retain all documentation for procurement per regulations.

X *Kim Andreasen*

Authorized Signature*

2-1-17

Date

Kim Andreasen

Director of Food and Nutrition Services

Rescue Union School District

2390 Bass Lake Road

Rescue, CA 95672

*Authorized Representative on RUSD's Food Program Permanent Service Agreement

Rescue Union School District

PROCUREMENT PROCEDURES

Rescue Union School District (RUSD) Nutrition Services will purchase goods, products, and/or services for use in the Child Nutrition Programs (CNP) in compliance with 2 CFR Part 200 and State Law using the procedures outlined as follows.

The primary purpose of this procurement plan is to ensure that open and free competition exists to the maximum extent possible. The procurement process practiced by the RUSD Nutrition Services Department must not restrict or eliminate competition (2 CFR Part 200.319(a)(1-7)). For example, description of goods, products, and/or services to be procured should not contain features that unduly restrict competition. Competition helps assure that goods, products, and/or services will be obtained that best meets the needs of the CNP.

New procurement procedures do not need to be developed every year. However, an annual review of the procurement program will be done to assure its relevance to current procedures.

It will be the responsibility of the Food Service Director to evaluate the procurement needs and forecast the amounts to be purchased so the correct method of procurement will be followed.

Director of Food Services will perform a cost analysis in connection with every procurement action in excess of the current Maximum Acquisition Threshold in effect by the California Department of Education including modifications. (2 CFR Part 200.323(a))

The Food Service Director must take all necessary affirmative steps to assure that businesses owned by minorities, women's business enterprises, disabled veteran business enterprises (DVBE), and labor surplus area firms are used when possible. (2 CFR Part 200.321)

The Food Service Director is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. (2 CFR Part 200.318(e)) These agreements are monitored by the California Department of Education (CDE). Please contact the CDE Contracts Management Officer for further information.

The Rescue Union School District entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. (2 CFR 200.318(k))

METHODS OF PROCUREMENT

Three methods of procurement are to be used based on the aggregate dollar amount of supplies or services being purchased as outlined in 2 CFR 200.318-326. For purchases not exceeding **\$3,500**; procurement by micro purchases shall be utilized. For purchases not exceeding **\$88,300** but greater than \$3,500, procurement by small purchase procedures shall be utilized. For purchases in excess of the California Department of Education simplified acquisition threshold (currently valued at \$88,300) procurement by sealed bids or procurement by competitive proposals shall be utilized.

A. Procurement by micro purchase

This method applies to the purchase of supplies or services when the aggregate dollar amount does not exceed **\$3,500**. To the extent practicable, micro-purchases should be distributed equitably among qualified suppliers. These purchases may be awarded without soliciting competitive quotes if the entity considers the price reasonable.

- The Food Service Director will be responsible for contacting potential vendor/contractor.
- The Food Service Director will be responsible for documentation of records of the purchase, name of vendor/contractor, price, and the written specifications.
- The Food Service Director will be responsible for documentation that the actual product was received.
- The Food Service Director is required to sign documentation, confirming a review and the approval of the purchase of the goods, products, and/or services.

B. Procurement by small purchase procedures

This method applies to the purchase of supplies or services when the aggregate dollar amount is more than \$3,500, but less than the \$88,300 maximum threshold set by the CDE. Under the small purchase threshold, per CFR 200.320 (b) no formal advertising required.

- Invitation to bid/quote will be used on all purchases over the \$3,500 micro purchase threshold and under the CDE \$88,300 small purchase threshold.
- Minimum of three qualifying bids will be obtained when feasible for any purchase falling into this category.
- Written specifications will be developed prior to the Request for Bids/Quotes and the same written specifications will be provided to all vendors/contractors.
- Bids will be awarded by Food Service Director. Bid award will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the district, taking into consideration all aspects of the contractor's response, including the total net cost.
- The Food Service Director will be responsible for documentation of records to show selection of vendor/contractor, reasons for selection, names of all vendors/contractors contacted, price quotes from each vendor/contractor, and *written specifications*.
- The Food Service Director will be responsible for documentation that the actual product specified is received.
- The Food Service Director is required to sign documentation, confirming a review and the approval of the purchase of the goods, products, and/or services.
- The Food Service Director is the District's authorized purchaser.

- All Purchase orders over the \$3,500 threshold will be reported by the district Assistant Superintendent of Business Services to the District Board of Trustees for approval by the next scheduled meeting.

C. **Procurement by sealed bids or procurement by competitive proposals**

This method applies to the purchase of supplies or services when the aggregate dollar amount is in excess of the California Department of Education maximum threshold of **\$88,300**. Procurement by sealed bids is also referred to as an Invitation for Bid (IFB) and procurement by competitive proposals is also referred to as a Request for Proposal (RFP).

- The Director of Food Services is the current Approving Authority for these types of purchases in the Child Nutrition Program.
- An advertisement in the local paper, Mountain Democrat, is required for all purchases over the most restrictive simplified acquisition threshold. The announcement (advertisement or legal notice) will contain a general description of items to be purchased, the deadline for submission of sealed IFB's and RFP's and the address where complete specifications and other procurement documents may be obtained.
- In an IFB or a RFP, each vendor/contractor will be given an opportunity to bid on the same specifications.
- The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
- The IFB or RFP will clearly define the purchase conditions. The following, shall be addressed in the procurement document: (Use only those that apply)
 1. Contract time period
 2. District is responsible for all contracts awarded (statement)
 3. Date, time, and location of bid opening
 4. How vendor/contractor is to be informed of bid acceptance or rejection
 5. Delivery schedule
 6. Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
 7. Benefits to which the Child Nutrition Program District will be entitled if the contractor cannot or will not perform as required
 8. Statement assuring positive efforts will be made to involve minority businesses, Women business enterprises, disabled veteran business enterprises (DVBE), and local small businesses.
 9. Statement regarding the return of purchase incentives, discounts, rebates, and credits to the District's non-profit Child Nutrition account
 10. Contract and/or purchase orders may be issued for firm fixed prices after formal bidding process.
 11. Price adjustment clause based on appropriate standard or cost index
 12. Method of evaluation and type of contract to be awarded
 13. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements)
 14. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received
 15. Provision requiring access by duly authorized representatives of the School Food

Authority, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts

16. Method of shipment or delivery upon contract award

17. Program Regulations

The CONTRACTOR shall be in conformance with the applicable portions of the DISTRICT's agreement under the program. The CONTRACTOR will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250.

The CONTRACTOR shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The CONTRACTOR's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.

18. Affordable Care Act

The CONTRACTOR understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The CONTRACTOR shall bear sole responsibility for providing health care benefits for its employees who provide services to the DISTRICT as required by State or Federal law.

19. Buy American Provision

The Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The CONTRACTOR shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

20. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the CONTRACTOR must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)

21. Certification Regarding Lobbying

Pursuant to 31 USC 1352, the Contractor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (Only applies to contracts over \$100,000)

22. Certificate of Independent Price Determination

The Vendor admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.

23. Civil Rights Compliance

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

24. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

The CONTRACTOR will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The DISTRICT will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

25. Contract Work Hours and Safety Standard Act

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$2,500)

26. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing the Offer & Award form, the CONTRACTOR shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The CONTRACTOR shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

27. Energy Policy and Conservation Act

The CONTRACTOR shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.)

28. Equal Employment Opportunity

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965,

entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

29. Record Keeping

The books and records of the CONTRACTOR pertaining to operations under this Agreement shall be available to the DISTRICT at any reasonable time. These records are subject to inspection or audit by representatives of the DISTRICT, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

30. Invoicing

The CONTRACTOR fully discloses all discounts, rebates, allowances and incentives received by the CONTRACTOR from its suppliers. If the CONTRACTOR receives a discount, rebate, allowance, or incentive from any supplier, the CONTRACTOR must disclose and return to the DISTRICT the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the DISTRICT. The CONTRACTOR must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the CONTRACTOR'S actual, net allowable costs. 7CFR§210.21 (f)(2)

31. Termination Clause

The contract may be terminated for cause and for convenience by the El Dorado Union High School District. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$3,500)

32. E-Verify Requirement

The CONTRACTOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

33. Description of process for enabling vendors to receive or pick up orders upon contract award.

34. The CONTRACTOR shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the CONTRACTOR.

35. Signed statement of non-collusion

36. For building projects:

Copeland "Anti-Kickback" Act

All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the

Copeland "Anti-Kickback" Act.

Davis-Bacon Act.

The CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

- Specifications will be prepared and provided to potential vendors/contractors desiring to submit IFB or RFP for the products or services requested. Vendors/contractors will be selected using the District's procedures such as:
 1. Does the vendor's product meet the required specifications?
 2. Does the vendor's delivery schedule meet the District's needs?
 3. Other criteria that each District determines are of value to them.
- If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by Food Service Director.
- The Food Service Director along with the assistance of the Assistant Superintendent of Business Services will be responsible for securing all bids or proposals.
- The Food Service Director will be responsible to ensure all RUSD procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
- In awarding a competitive negotiation (RFP), a description of award criterion will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract. Following evaluation and negotiations a firm fixed price or cost reimbursable contract is awarded.
- The contracts will be awarded to the lowest price responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the District, price, and other factors considered with price as the primary factor. Any and all bids or proposals may be rejected in accordance with law.
- The Director of Food Services will be required to sign on the bid tabulation of competitive sealed bids over the state threshold for small purchases or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
- The Assistant Superintendent of Business Services will review the procurement system to ensure compliance with applicable Federal and State laws.
- The Food Service Director will be responsible for insuring that the district has received the actual product(s) specified in the awarded contract. The Director will review and approve invoices prior to payment by the Accounts Payable clerk.
- Any time an accepted item is not available, the Food Service Director will select the acceptable alternate. The contractor must inform Food Service Director time/when a product is not available. In the event a non-domestic agricultural product is to be provided to the District, the contractor must obtain, in advance, the written approval of the Food Service Director; otherwise, the Contractor must comply with the Buy American Provision.

- Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the Food Service Director.
 - The Food Service Director will be responsible for maintaining all procurement documentation.
- D. If items are available only from a single source when the award of a contract is not feasible under simplified acquisition purchase, IFB, or RFP, NON-COMPETITIVE NEGOTIATION procedures will be used: (must have prior approval from California Department of Education before executing. 2 CFR Part 200.320(f)(3))
- Written Specifications will be prepared and provided to the vendor/contractor.
 - The Assistant Superintendent of Business Services will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
 - The Food Service Director will be responsible for documentation that the actual product or service specified was received.
 - The Assistant Superintendent of Business Services will be responsible for reviewing the competitive procedures conducted to be certain all requirements for using single source or non-competitive negotiation are met. (2 CFR Part 200.320(f))
 - Non-competitive negotiations shall be only be used in situations described in 2 CFR Part 200.320(f). A record of non-competitive negotiation purchase shall be maintained by the Food Service Director. The record of non-competitive purchases shall include, at a minimum, the following:

1. Item name	3. Vendor/Contractor
2. Dollar amount	4. Reason for non-competitive procurement

E. **Protests by Bidders**

- A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board Policy, or bid specifications. A protest must be filed in writing with the Superintendent or designee within 5 working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute waiver of his/her right to protest the award of the contract.
- The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.
- The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision will be final.

- F. **EMERGENCY PROCUREMENT POLICY:** If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and a log of all such purchases shall be maintained by the Food Service Director. The following emergency procedures shall be followed. All emergency procurements shall be approved by the Director of Food Services and cannot be extended beyond the period of time the

emergency response is required and normal procurement practices can be conducted. At a minimum, the following emergency procurement procedures shall be documented:

1. Item name
2. Dollar amount
3. Vendor/contractor, and
4. Reason for emergency
5. Type of competitive process conducted when single source was determined or competition was determined inadequate. Written approval by the State agency will be requested.

G. The District agrees to retain all books, records and other documents relative to the award of the contract for five (5) years after final payment. Specifically the District shall maintain, at a minimum, the following documents:

1. Written rationale for the method of procurement;
2. A copy of the original solicitation;
3. The selection of contract type;
4. The bidding and negotiation history and working papers;
5. The basis for contractor selection;
6. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
7. The basis for award cost or price;
8. The terms and conditions of the contract;
9. Any changes to the contract and negotiation history;
10. Billing and payment records;
11. A history of any contractor claims; and
12. A history of any contractor breaches.

ITEM #: 33
DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **2017-18 Piggy Back Agreement with San Gabriel, Gold Star Foods**

BACKGROUND:

Food Service procurement process to obtain pricing for the 17-18 school year for groceries (frozen, refrigerated etc.)

STATUS:

The Food Service Department is doing a Piggy Back agreement with San Gabriel/Gold Star Foods for the 17-18 school year.

FISCAL IMPACT:

It is the intent of the District Food Service Department to award contracts based on price and responsible bidders. Fiscal Impact would be to acquire the best service for the best price.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

The District recommends approval of the Food Service Piggy Back agreement with San Gabriel, Gold Star Foods.



GOLD STAR FOODS

May 18, 2017

Kim Andreasen; Director of Food Services
Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672

Re: RFP #11173-15/16 – Frozen & Refrigerated Food Distribution

Ms. Andreasen,

Gold Star Foods, Inc. was recently awarded the contract for Distribution of Frozen and Refrigerated Foods to the San Gabriel Valley Food Services Co-Op under RFP #1173-15/16. The original term of the contract is August 1, 2016 through July 31, 2017. The contract may be extended for an additional two [2] one year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the piggyback option for the Frozen and Refrigerated Foods to your district for the 2017/2018 school year. The same terms and conditions will apply.

Please consider our offer to renew carefully. If you have any questions or comments, please call me at Gold Star Foods.

We are proud to be your Child Nutrition Partner.

Thank you,

Tiffany Riad, MM
Director of Contracts and Commodities

Acceptance:

Signature

52517
Date

Director
Title

Contract Documents:

Distribution: <https://app.box.com/s/8vvg7cl5yxngd1a2pigsu1mai8rxoaq9>

3781 East Airport Drive, Ontario, CA 91761
Phone (909) 843-9617 • Fax (909) 843-9618
www.GoldStarFoods.com

ITEM #: 34
DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **2017-18 RFP 18-001 Milk, Juice, Dairy Award**

BACKGROUND:

Food Service procurement process to obtain pricing for the 17-18 school year for Milk, Juice and Dairy.

STATUS:

The award for Food Services produce for the 17-18 school year has been awarded to Frances Distributing

FISCAL IMPACT:

It is the intent of the District Food Service Department to award contracts based on price and responsible bidders. Fiscal Impact would be to acquire the best service for the best price.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

The District recommends approval of the Food Service RFP 18-001 Milk, Juice and Dairy bid to Frances Distributing.

RFP #18-001

I am interested in obtaining the bid for dairy service at Rescue Union School District. My company has been in business for 35 years. I am and will continue to be a thriving and prosperous company in El Dorado County. I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted.

Francis Distributing Inc. (Sierra Ice and Cold Storage)



6188 Enterprise Drive Ste. D

Diamond Springs, CA 95619

Brian Francis

530-642-1441

Bfrancis99@msn.com

Est. 1982

9 Employees

Rec'd
5/30/17 @
8:13 AM

Product Recall Program

All products that are recalled will be immediately picked up and credited to the customer. The district office will be notified of any recalls so all product can be immediately contained. New products will be sent to all sites immediately upon receipt into our warehouse.

Food Security and Safety Program

Our food security and safety program meets all requirements of USDA programs. Our products remain under our control from beginning to end of distribution cycle. Any refrigerated and perishable products are un-returnable once they leave our control.

HACCP Plan

Francis Distributing has developed a HACCP plan. We have identified the dairy products, packaging, and manner of consumption for the products distributed by our company. There is an average shelf life on milk of 15 days. While distributing the flow of the products maintain a sub 40 degree environment.

Auburn Union School District
255 Epperle Lane
Auburn, CA 95603
Diane
530-885-7242

Camino School District
3060 Snows Road
Camino, CA 95709
Sabrina
530-644-4552

Placer Hills Union School District
16801 Placer Hills Rd.
Meadow Vista, CA 95722
Brie
530-878-2606



Milk, Dairy and Fresh Juice Food Distribution

Request for Proposal #18-001

For

Rescue Union School "District"

Issue Date: May 3, 2017
Submit by: June 1, 2017 at 10:00 am.

Contact:
Kim Andreasen
Director of Food Services
(530) 672-4445

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Proposal Worksheet

Distributor Questionnaire

Non-Collusion Declaration

Suspension and Debarment Certification, U.S. Department of Agriculture

Disclosure of Lobbying Activities

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

NOTICE OF REQUEST FOR PROPOSAL

This is a formal request for pricing and distribution of Milk, Dairy and Fresh Juice for Rescue Union School District from July 1, 2017-June 30, 2018. (RFP #18-001)

Milk, Dairy and Fresh Juice

Completed bid packets must be delivered to the Rescue Union School District, 2390 Bass Lake Road, Rescue, CA 95672 no later than 10:00 am on June 1, 2017. Proposals shall be opened in public at 10:00 am on June 2, 2017 at the above-stated location.

The District is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their proposal is delivered to the District Office. Each proposal must conform and be responsive to the contract documents. No proposal may be withdrawn for ninety (90) days.

The District, reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest proposal. The award of contract, if made by the District, will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the district, taking into consideration all aspects of the contractor's response, including the total net cost.

To obtain a Request for Proposal package visit the District Food Service web page at: www.rescuecafe.org or contact Kim Andreasen, Director of Food Services at 530-672-4445

Rescue Union School District
2390 Bass Lake Road, Rescue, CA 95672
Milk, Dairy and Fresh Juice, Request for Proposal # 18-001
Submit RFP by June 1, 2017 at 10:00 am

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of Milk, Dairy and Fresh Juice for Rescue Union School District. Before bidding, please read the **Instructions, Required Bid Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the Rescue Union School District, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

If further clarification is needed, call Kim Andreasen at Rescue Union School District 530-672-4445 or email at kandreasen@rescueusd.org

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: _____



Printed Name of Signor above: _____

BRIAN FRANCIS

Title: _____

PRESIDENT

Date: _____

5/25/17

Company Name: _____

FRANCIS DISTRIBUTING INC.

Mailing Address: _____

6188 ENTERPRISE DRIVE STE. D

City: _____

DIAMOND SPRINGS

State: _____

CA

Zip Code: _____

95619

Phone Number: _____

(530) 642-1441

Fax Number: _____

(530) 642-1106

Email Address: _____

bfrancis99@msn.com

PROJECT SCHEDULE

All events are held at Rescue Union School District located at
2390 Bass Lake Road, Rescue, CA 95672

Issue Date: May 3, 2017

Proposal Due: June 1, 2017 at 10:00 am.
Rescue Union School District Office

Proposal Opening: June 2, 2017 at 10:00 am

Protest Deadline: June 6, 2017 by 10:00 a.m.

Intend to Award: June 14, 2017 (Pending Board Approval on June 13, 2017)

Contact: Kim Andreasen
Director of Food Services
Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672
530-672-4445

Instructions to Bidders

PURPOSE OF THIS RFP

The Rescue Union School District, is seeking proposals from qualified companies to procure and deliver milk, dairy and fresh juice food products to receiving sites. **The RFP will be awarded to one (1) winning distributor. A second distributor may be awarded as a backup.** A backup distributor will only be used when the winning distributor is unable to deliver the item(s) ordered by a member district on a regularly scheduled delivery date. Furthermore, in the event that the winning distributor is unable to fulfill the contract requirements thus result in a cancellation of the original contract between the winning distributor and the member district(s), a backup distributor may enter into a contract with a member district upon mutual agreement without resubmitting another proposal. Proposals made in this RFP by the backup distributor shall stay effective till the end of the contract term. This RFP defines the program, the products, and the services that are being sought from the Distributor and generally outlines the program requirements.

SCOPE OF SERVICES

The selected vendor(s) will partner with Rescue Union School District over the term of the contract resulting from this RFP to procure and deliver Milk, dairy, and fresh juice products to sites designated within the Rescue Union School District and Districts approved for Piggybacking. (Under Contract Agreement see Piggyback section, page 23)

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. July 1, 2017 through June 30, 2018. The quantities are estimates and provided for information only; it is not guaranteed.

Firm Prices

It is our understanding that prices are subject to increase and decrease as follows: **For any changes in Class 1, 2, 3, or 4 raw product costs, as established by the State of California, Department of Food and Agriculture, and/or Bureau of Milk Stabilization, the corresponding cost change plus any labor costs will be passed through to Rescue Union School District. Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. For items not affected by the Class 1, 2, 3, or 4 price changes stated above, the original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days. Escalator Clause – all bids to supply milk and dairy products must comply with the provision contained in Section 61384 of the California Food and Agriculture Code (that the bid price is not below cost)** Requests for price changes must be submitted in writing to the Rescue Union School District Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.

Deliveries

- a. Most sites require deliveries at least 2 days per week (Sometimes 3) Delivery schedules will be determined by the district based on our operational needs. Deliveries can be made daily between 7:00 am and 10:00 am. Vendor must have the ability to provide back-up service in enclosed refrigerated trucks in case of truck break down or other emergency.
- b. 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.
- c. All perishable dairy and juice shall be delivered in refrigerated trucks maintaining food at internal

- temperature of 41 degrees Fahrenheit or lower.
- d. Products not meeting the Rescue Union School District quality standards shall be replaced within 24 hours by the vendor at no additional cost.
 - e. Substitutes shall be rejected unless specific authorization by Rescue Union School District Nutrition Services is secured in advance.
 - f. Currently Rescue District serves over 35,035 breakfast meals and over 209,765 lunch meals annually. Rescue Union School District has 7 school sites.

Points of Delivery

Rescue Union School District Sites

Marina Village Middle School, 1901 Francisco Drive, El Dorado Hills, CA 95762
Pleasant Grove Middle School, 2540 Green Valley Road, Rescue, CA 95672
Rescue Elementary School, 3880 Green Valley Road, Rescue, CA 95672
Jackson Elementary School, 2561 Francisco Drive, El Dorado Hills, CA 95672
Lakeview Elementary School, 3371 Brittany Way, El Dorado Hills, CA 95672
Lake Forest Elementary School, 2240 Salsbury Drive, El Dorado Hills, CA 95672
Green Valley Elementary School, 2380 Bass Lake Road, Rescue, CA 95672

GENERAL INSTRUCTIONS AND CONDITIONS – RFP # 18-001:

Proposals are requested for furnishing the Rescue Union School District, for Milk, Dairy and Fresh Juice Food Products for the period of July 1, 2017 through June 30, 2018. Rescue Union School District reserves the right to determine purchase amount based on the district's operational need.

Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. The signatures of all persons shall be in longhand in blue ink. Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside **the name of the vendor, the name and RFP number, submission due date and time.** It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.

LIMITATIONS

Rescue Union School District will not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to one responsible distributor and one backup distributor as needed. The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the district. The District may take into account the performance of the bidder with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the lowest responsible proposal meeting all the criteria specified in the proposal **and** is in the best interest of the district.

RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative,

agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the District, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Proposal Format and Required Information. Distributors responding to this RFP must follow the format in the section of Required Bid Documents. Distributor must submit one (1) paper copy of their proposal. Proposals should be properly and legibly filled out in ink or typewritten, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.

a. Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.

b. Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the Distributor. No corrections can be made after the time stated for receiving quotations.

c. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted in sealed envelopes bearing on the outside **the name of the vendor, the name and RFP number, submission due date and time.** It is the sole responsibility of the vendor to see that his/her proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any proposal submitted will be considered.

d. Distributors shall fully answer each question on the Proposal Worksheet and Distributor Questionnaire of this request for proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the above mentioned documents.

2. Withdrawal of Proposals. A distributor may withdraw a proposal by letter or in person prior to submission deadline. Proposals may not be withdrawn after June 1, 2017 at 10:00 am.

3. Award. The District reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

a. After the opening of proposals, a RFP review committee representing the District will score the proposals based on the evaluation criteria. No less than 2 and no more than 5 responsive proposers shall be invited for an interview if the District deems necessary;

b. The committee may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed proposer.

c. The District as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. Rescue Union School District will issue Intent to Award letter to the successful bidder after board approval. In the event that a second vendor is awarded as a backup, Rescue Union School District will mail Intent to Award letter to the backup distributor in the same manner.

4. Protest by Bidders. A bidder may protest a bid award if he/she believes that the award is inconsistent with Rescue Union School District (RUSD) Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the RUSD Superintendent or designee by the protest deadline. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

5. Execution of Contract. The signed contract forms submitted by the proposing Distributor become fully executable after the award of the RFP. In the event the Distributor to whom an award is made fails or refuses to execute the contract within the period provided in this section, the District may work with the backup distributor, or may reject all proposals and may issue a new Request for proposal.

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a RFP review committee of the District. Each proposal will be scored on a scale of 1 to 100 points.

1. Cost (35 points)

Bidders should complete the proposal worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited. The bidder proposing lowest cost will be assigned 35 points.

2. Customer Service & References (25 points)

Bidders should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the District in promoting school meal programs.

3. Experience and Competence (20 points)

Bidder should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete

traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the District.

4. Sustainability (20 points)

Bidder should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis. Bidder should show evidence of an integrated system to ensure food-safety and social responsibility, for example, to provide economic opportunity for residents and businesses and stimulate economic development in the local area.

Contractual Obligations if Awarded Under this RFP

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

Required Bid Documents

Required Bid Documents Checklist

Distributors responding to this RFP must follow the format in the section of Required Bid Documents. The following must be completed and submitted with the proposal package:

1. Cover Letter (Note: Provide your own document.)	X
2. Request for Proposal Signature Page	X
3. Proposal Worksheet	X
4. Contract Agreement	X
5. Distributor Questionnaire	X
6. Reference List (Note: Provide your own document.)	X
7. Public Liability and Property Insurance (Note: Provide your own document.)	X
8. Non-Collusion Declaration	X
9. Hazard Analysis Critical Control Point Plan (Note: Provide your own document.)	X
10. Food Security and Safety Program (Note: Provide your own document.)	X
12. Product Recall Program (Note: Provide your own document.)	X
12. Suspension and Debarment Certification, U.S. Department of Agriculture	X
13. Disclosure of Lobbying Activities	X
14. Iran Contracting Act of 2010 Compliance Affidavit	X
15. Required Bid Documents Checklist (this form)	X

Completed by: Brian Francis Title: President

Signature:  Date: 5/25/17

REQUIRED BID DOCUMENTS

Submit all of the following documents with your proposal.

1. Cover Letter (three single sided pages maximum)

Include the following components in the cover letter:

- RFP number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with Rescue Union School District.
- The following statements:

"I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."

- Name and Nature of Distributor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct firm name.
 - a. Distributor name
 - b. Address
 - c. Name of contact person
 - d. Phone number
 - e. Email address
 - f. Year Distributor was established
 - g. Number of employees
 - h. Web site/Facebook page
 - i. Signature of authorized officer or person
 - j. Corporate seal (if a corporation)

2. Request for Proposal Signature Page

An authorized officer or person shall sign the proposal under the correct firm name.

3. Proposal Worksheet

No proposals shall receive consideration by the District unless responses are completed for every question in the worksheet. Prospective Distributors are encouraged to respond in detail to each of the questions listed in the worksheet.

4. Contract Agreement

The form of contract agreement, which the successful proposer, as Distributor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the proposer. Proposers are required to fill in the blank lines in the contract to complete the proposal. **No proposals shall receive consideration by the District unless this contract agreement is completely filled out and signed with the proposal.** The complete contract consists of the following documents:

The Notice to Bidders, the Instructions to Bidders, the Accepted Bid, and the Contract Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other,

or vice versa, are to be executed the same as if mentioned in all said documents.

Both the winning distributor and, when applicable, the backup distributor will be required to execute the signed contract agreement when the RFP is awarded. Distributors who are not awarded the RFP are not required to execute the signed contract agreement.

5. Distributor Questionnaire

Distributor shall be required to respond to each of the attached questionnaires completely to be considered, and encouraged to provide detailed responses. Provide your answers on the Distributor Questionnaire included with this RFP.

6. Reference List (one page maximum)

Please supply the contact information for (3) School District Food & Nutrition Services. List must include the following information for each contact:

- a. District name
- b. Address
- c. Contact name and telephone number

7. Public Liability and Property Insurance

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

- a. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.
- b. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.
- c. Insurance certificate must name the District(s) as additional insured.
- d. Certificate to be submitted by vendor must be submitted prior to award.

8. Non-collusion Declaration

Distributors on this contract are required to submit a Declaration of Non-collusion with their proposal. This form is included with the proposal package and must be signed under the penalty of perjury and dated.

9. Hazard Analysis Critical Control Point (HACCP) Plan

Distributors on this contract must have a HACCP Program in place for the company. A copy of the vendors HACCP Plan must be submitted with this proposal.

10. Food Security and Safety Program

A copy of the Distributor's Food Security and Safety Program must be submitted with this proposal.

11. Product Recall Program

A copy of the Distributor's Product Recall Program must be submitted with this proposal.

12. Suspension and Debarment Certification, U.S. Department of Agriculture

This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered

13. Disclosure of Lobbying Activities

This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered

14. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran. For bids \$1,000,000 or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their proposal at the time of bid. Failure to do so may deem your bid non-responsive.

16. Required Bid Form Checklist

A checklist for required bid forms is included in this RFP. Complete and submit with this proposal.

Contract Agreement

CONTRACT AGREEMENT

(Milk, Dairy and Fresh Juice RFP# 18-001)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this 1 day of July, 2017, by and between *Rescue Union School District* and

Francis Distributing Inc
Distributor/Contractor Name

6188 Enterprise Drive Ste. D
Mailing Address

Diamond Springs CA 95619
City State Zip Code

Hereinafter referred to as "Distributor."

RECITALS

A. Rescue Union School District has solicited proposals for the provision of Milk, Dairy and Fresh Juice Distribution via a Request for Proposal Number 18-001 (the "RFP"), whereby the District may agree to purchase specified products for the district's use from the successful bidder(s).

B. Provisioner are the successful bidders under such request for proposal, and the Rescue Union School District and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2017 through June 30, 2018

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the District reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing

agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the District. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the San Francisco region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. San Francisco, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Distributor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of weighted factors, performance of service and/or provision of quality products. **FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.**

The District shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the member district(s) through this purchase may be deducted from unpaid invoices or must be paid to the district(s) by the successful Distributor. Prices paid by the district(s) shall be considered the prevailing market prices at the time such purchase is made.

PRICING

The pricing proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

In the event of a decline in price, the successful Distributor is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

FUEL SURCHARGES

Absolutely **no fuel surcharges** will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be a minimum of \$1.00 in dollar volume or 1 in case counts.

The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for El Dorado County city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery.

Distributor shall follow appropriate handling and storage practices; this will include providing proof of

established sanitation procedures and an active pest control program to assure proper information.

In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy)

INFERIOR PRODUCT

The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The District's decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the District, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Distributor shall notify the District whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District member district's Food Services Department.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been

received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the District shall be notified at least 10 days in advance.

And the District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the district, and sites that are piggybacked. The individual member districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract.

ACCOUNTING

Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor.

The original invoice must be signed by the individual receiving the product and two copies are to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are

due and payable within 30 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 30 days" are offered.

RIGHT TO AUDIT

The Distributor shall submit to third party audits and/or inspections initiated by the member district(s) during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

FORCE MAJEURE

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "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 non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Distributor shall comply with all Districts security regulations.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district.

INSURANCE

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

e. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.

f. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.

g. Insurance certificate must name the District(s) as additional insured.

h. Certificate to be submitted by vendor must be submitted prior to award.

AFFIRMATIVE ACTION

The Distributor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District.

The Distributor, at the Distributors own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1 Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities for purposes of providing services covered by this proposal during normal district hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by and individual who has satisfied the fingerprinting requirements of Section 452125.1.

PIGGYBACK CLAUSE/OTHER DISTRICTS

For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, **at the option of the Distributor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within but not limited to the California Counties of El Dorado may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 [K-12] and 20652 [Community Colleges] of the Public Contract Code. The District(s) waive their right to require such other districts and offices to draw their warrants in favor of the District(s) as provided in said Code sections. Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted ☒

Piggyback option not granted ☐

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

In the event of any dispute between the District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

PROVISIONER:

Rescue Union School District

By: [Signature]

Title: DIRECTOR Food Services

Address:

2390 Bass Lake Road
Rescue, CA 95672

Phone No: (530) 672-4445

Fax No: (530) 677-4098

FRANCIS DISTRIBUTING INC

By: BRIAN FRANCIS [Signature]

Title: PRESIDENT

Address:

6188 ENTERPRISE DRIVE STE D
DIAMOND SPRINGS, CA 95619

Phone No: (530) 642-1441

Fax No: (530) 642-1106

Authorized Officers or Agents
(Corporate Seal)

Appendix

PROPOSAL WORKSHEET

Rescue Union School District
Request for Proposal # 18-001

Distributor Name: FRANCIS DISTRIBUTING INC

No proposals shall receive consideration by the District unless responses are completed for every question in the worksheet.

Is your firm willing to accept the award as a backup distributor when offered? Yes ☒ No ☐

1. Describe in detail the pricing methodology when the District purchases products not listed on the Distributor agreement. For example, manufacturer invoice cost + % markup.

cost + \$.03

3. Outline any discount terms or payment options available: N/A

4. Are there a minimum number of cases required per each delivery? N/A

If so, what is the delivery per case charge if minimums are not met?

5. List additional charges and/or discounts (put N/A if none): N/A

Product	Case Count	Case Price	Unit Price
1/2 pint 1% White milk	50	10.42	.2083
1/2 pint non fat Chocolate milk	50	11.49	.2297
1/2 pint non fat white milk	50	10.42	.2083
4 oz. Apple Juice	75	14.36	.1914
4 oz Orange Juice	75	14.96	.1995
Sour Cream 5 lb	4	40.12	10.03
1/2 Gallon 1% Buttermilk	9	17.46	1.94

Submitted by: BRIAN FRANCIS

Title: PRESIDENT

Signature: 

Date: 5/25/17

DISTRIBUTOR QUESTIONNAIRE

Rescue Union School District
Request for Proposal # 18-001

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.
(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)

Yes

2. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B)

24 hour & Yes

3. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)

WE WILL MAKE IT HAPPEN

4. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)

2pm & No Limit

5. What is your procedure for notifying the customer of shortages and/or substitutes? (B)

AT TIME OF DELIVERY

6. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)

99.6% ALWAYS HAVE EXTRA STOCK ON HAND

9. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)

very limited monthly usage

10. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)

2/2006 INTL 22ft BOBTAIL / TK TS 300

2/2009 HINO 20ft BOBTAIL / Carrier SUPRA 550

1/2010 FORD E350 / Carrier S30

RFP 18-001 "DPS" Performs all maintenance & inspections

11. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)

Deliver product to refrigerated units as requested by staff.

12. What is your procedure to bring in new products for District(s)? (C)

If I can get it I will

13. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)

N/A

14. Will you give a District a discount if they reach a certain ^{case count} dollar value per drop? (A)

No _____

Yes ☒ _____

IF I can deliver to 1 central location I will discount
\$.01 per unit

If yes, what does the dollar drop need to be? _____

If yes, what % discount will apply? _____. If you answered yes, this discount will apply to all drops that exceed the dollar value listed above.

15. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

35 years. Never been so stable

16. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)

No

17. Has your firm provided economic opportunity for the El Dorado County residents and business? If so, explain. (D)

Yes, we donate to numerous non profit organizations within el dorado County.

Firm Title PRESIDENT

Signature 

Phone#: (530) 642-1441

Name (Printed) BRIAN FRANCIS

Fax#: (530) 642-1106

E-Mail address bfrancis99@msn.com

NONCOLLUSION AFFIDAVIT TO BE

EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

BRIAN FRANCIS

, being first duly sworn, deposes and says that he or she is

PRESIDENT

of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in 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 the 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 the 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 thereto, 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

5/25/17

(Date)



(Signature)

SUSPENSION AND DEBARMENT CERTIFICATION

U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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.

Rescue USD
Name of School Food Authority

18-001
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

BRIAN TRANS PRESIDENT
Printed Name Title

[Signature]
Signature

5/25/17
Date

(3) DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

(4)

(5)

(6)

(7)

(8) G:SNP:DEBARMENT

(10) INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) 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 whom 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 Transactions," without modification, in all lower tier covered transactions 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 it 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.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by ☐ any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and ☐ potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature:	Date:
<p>(4) OR</p> <p style="font-size: 1.2em; font-weight: bold; text-align: center;">FRANCIS DISTRIBUTING INC</p>			
Name of Food Service Management or Food Service Consulting Company:			
<p style="font-size: 1.2em; font-weight: bold;">BRIAN FRANCIS / PRESIDENT</p>		Signature:	Date:
Printed Name and Title:			<p style="font-size: 1.2em;">5/25/17</p>
Name of School Food Authority:		Agreement Number:	
		<p style="font-size: 1.2em;">18-001</p>	

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

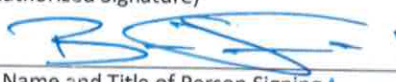
OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
FRANCIS DISTRIBUTING INC	91-1824925
By (Authorized Signature)	
	
Print Name and Title of Person Signing	Date Executed
BRIAN FRANCIS / PRESIDENT	5/25/17

ITEM #: 35
DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: 2017-18 RFP 18-002 Produce Award

BACKGROUND:

Food Service procurement process to obtain pricing for the 17-18 school year for Produce.

STATUS:

The award for Food Services produce for the 17-18 school year has been awarded to Gold Star Foods

FISCAL IMPACT:

It is the intent of the District Food Service Department to award contracts based on price and responsible bidders. Fiscal Impact would be to acquire the best service for the best price.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

The District recommends approval of the Food Service RFP 18-002 Produce Award to Gold Star Foods.



May 22, 2017

Kim Andreasen
Director of Food Services
Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672

Dear Ms. Andreasen:

Gold Star Foods Inc. (Gold Star or GSF) is pleased to present the following offer to the Rescue Union School District in response to Request for Proposal (RFP) Number 18-002, Produce Food Distribution. As required by the RFP, the following list outlines information about Gold Star Foods.

- a. Gold Star Foods, Inc.
- b. 3781 East Airport Drive Ontario, CA 91761
- c. Stephanie Ewing, RD, SNS
- d. 530-295-7055
- e. sewing@goldstarfoods.com
- f. Established in 1978
- g. Number of Employees: 400
- h. Website: www.goldstarfoods.com; Twitter @goldstarfoods;
Facebook: <https://www.facebook.com/Gold-Star-Foods-Inc-134608939887373/>
- i. Signature (at bottom of cover letter)
- j. Corporate Seal

Founded in 1978, GSF has been the leader in supporting K-12 foodservice operations since its inception. GSF is one of the only distributors in the nation that exclusively services child nutrition programs. We currently support over 550 school districts which collectively serve over 3.5 million meals per day. With over 400 employees, our entire system (Logistics, Warehouse, Transportation, Purchasing, Information Technology, Customer Service, and Quality Assurance) is designed to support the specific needs of your district.

In 2009, GSF began offering fresh produce in addition to our current product mix of frozen, dry, and refrigerated items. What started out as a pilot utilizing the USDA's baby carrot and sliced apple program, quickly turned into an abundant variety of fresh produce offerings through the Department of Defense Fresh Fruit and Vegetable Program. In 2010, GSF offered our customers a small mix of specialty produce items that were unavailable through their mainline produce companies. By 2015, GSF became the largest school-only produce distributor in the Nation. GSF currently provides the fresh produce component for more than 1.7 million meals per day. By the close of 2015-16, we delivered over 2.5 million cases of produce to nearly 170 individual school districts totaling more than 900 daily deliveries. Our online ordering system and flexible produce case and individual pack sizes allow districts convenience and ease of ordering. We are confident that we have the experience and sustainability to adequately meet the needs of your district(s) proposal for fresh produce.

3781 EAST AIRPORT DRIVE
ONTARIO, CA 91761
WWW.GOLDSTARFOODS.COM
©2017 Gold Star Foods

Reid
5/31/17
10:30 am



Enclosed you will find Gold Star's comprehensive response as a fixed price for all items. We have found that fixed price proposals present several benefits that a fluctuating price contracts cannot, including:

- Improved ability to budget annual produce purchases
- Increased transparency in pricing models
- Enhanced capability to audit invoices based on the terms of the contract

As the largest K-12 produce distributor in California, we are uniquely positioned to use our purchasing power to negotiate contracts with local farmers and produce processors to obtain competitive pricing for all our customers. Our robust forecasting models allow us to obtain annual pricing contracts for produce and in many instances we are the sole purchaser for several local farmers. Since we started the fixed pricing program, we began tracking the difference between our fixed costs compared to the fluctuating market prices and year over year our prices are equal to or less than the corresponding market report.

Gold Star Foods has a strong commitment to local sourcing and Farm to School programs. At the height of the growing season, we purchase more than 75 percent of our produce from local sources; we must rely on the use of small, medium, and large scale farms. This helps districts comply with Local Sourcing initiatives and be compliant with Buy American provisions. We work with a number of local mid-sized independent farms located throughout California. We provide schools with a monthly farmer biography and featured produce item that includes marketing materials.

GSF recognizes the importance of relationships with local growers, but will only do so by if we can uphold the food safety of the products we deliver. GSF has a zero tolerance policy related to food safety and we take additional efforts to vet each one of our suppliers to ensure that they adhere to the most rigorous food safety standards. Furthermore, we mandate that each of our suppliers have a 100 percent traceability program. Thorough traceability allows us to follow the produce from the farm to the packing house and/or processor if applicable, and finally to each school district and/or school site.

Food safety is paramount to our operations as a business. Our logistic operations are safe, compliant, and have full traceability of all products we receive and deliver. We are certified as Global Food Safety Initiative (GFSI) operation-Safe Quality Food (SQF) Level 2 and achieved at least 97% or higher on our independent 3rd party audits over the last 3 years. The GFSI is the most stringent food safety certification available globally. We have a dedicated and trained Quality Assurance Staff whose primary roles are to manage food safety, quality, and freshness of the products we provide to our student customers.

Gold Star Foods is proud of the programs and services we offer. As a school-only distributor we understand the unique needs of school districts and are sensitive to the growing demands placed on Food Service Directors and food service personnel in Child Nutrition Programs. To ensure that school districts receive the expected level of service, we have a dedicated K12 Solutions Account Specialist and Regional Sales Manager assigned to each district. They are trained on the unique needs of school district customers and help assure each district receives prompt replies from a team member who is knowledgeable about the district and will resolve concerns quickly. We welcome you to contact any or all of the enclosed references for confirmation of our dedication to supporting our schools. Thank you for the opportunity to act as your Child Nutrition Partner.



"I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."

Sincerely,

Tiffany Riad, MM
Director of Contracts

Rescue Union School District
2390 Bass Lake Road, Rescue, CA 95672
Produce, Request for Proposal # 18-002
Submit RFP by June 1, 2017 at 10:00 am

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of Produce for Rescue Union School District. Before bidding, please read the **Instructions, Required Bid Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the Rescue Union School District, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

If further clarification is needed, call Kim Andreasen at Rescue Union School District 530-672-4445 or email at kandreasen@rescueusd.org

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: _____


Tiffany Riad
Director of Contracts & Commodities
Gold Star Foods, Inc.

Printed Name of Signor above: _____

Title: _____

Date: 5/27/17

Company Name: _____

GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
Ontario, CA 91761

Mailing Address: P.O. Ontario, CA 91761

City: _____ State: _____ Zip Code: _____

Phone Number: 909-843-9600 Fax Number: 909-843-9659

Email Address: bids@goldstarfoods.com

PROPOSAL WORKSHEET

Rescue Union School District
Request for Proposal # 18-002

GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
Ontario, CA 91761

Distributor Name: _____

No proposals shall receive consideration by the District unless responses are completed for every question in the worksheet.

Is your firm willing to accept the award as a backup distributor when offered? Yes ☒ No ☐

1. Describe in detail the pricing methodology when the District purchases products not listed on the Distributor agreement. For example, manufacturer invoice cost + % markup.

Landed cost plus 25% markup
Landed cost is vendor ^{~ invoice} cost plus freight (if applicable)

3. Outline any discount terms or payment options available: Net 30

4. Are there a minimum number of cases required per each delivery? No

If so, what is the delivery per case charge if minimums are not met? N/A

5. List additional charges and/or discounts (put N/A if none): N/A

2017-2018 Fruit Vegetable Proposal Worksheet

Item #	Rescue Estimated Annual Quantity	Unit	Pack	Description	Fixed Annual Price	Or	Fixed Quarterly Price	Comments
FRUIT								
F1	150	Case	198 ct.	Apples, fuji, gala, red or golden delicious	See attached			
F2	20	Case	138 ct.	Apples, fuji, gala				
F3	125	Case	150 ct.	Banana, petite				
F4	40	Case	125-140	Clemintine, mandarin				
F5	50	Case	20 lbs	Grapes, lunch bunch				
F6	15	Case	117	Kiwi				
F7	30	Case	138	Oranges, naval, valencia, Fresno				
F8	15	Case	67\72	Peaches/Nectarines				
F9	25	Case	135	Pears				
F10	10	Case	40	Plums				

RESCUE 2017-18 Fruit Vegetable Proposal Worksheet

Item #	Rescue Estimated		Unit	Pack	Description	Fixed Annual Price	Fixed Quarterly Price	Comments
	Quantity	Annual						
FRUIT								
F1	150	Case	198 ct.	Apples, fuji, gala, red or golden delicious	\$ 21.75	N/A		820021 APPLES RED DELICIOUS 198CT
					\$ 24.69	N/A		820252 APPLES GALA 198CT
					\$ 24.69	N/A		820207 APPLES FUJI 198CT
F2	20	Case	138 ct.	Apples, fuji, gala	\$ 25.63	N/A		820000 APPLES GALA 138-150CT
					\$ 27.25	N/A		820005 APPLES FUJI 138-150CT
F3	125	Case	150 ct.	Banana, petite	\$ 19.00	N/A		820061 BANANAS PETITE GREEN TIP
F4	40	Case	125-140	Clementine, mandarin	\$ 20.75	N/A		821844 CLEMENTINE, MAND, TANG 140CT
F5	50	Case	20 lbs	Grapes, lunch bunch	\$ 28.69	N/A		820033 GRAPES LUNCH BUNCH 150CT
F6	15	Case	117	Kiwi	\$ 23.44	N/A		820034 KIWI 108-117CT VF
F7	30	Case	138	Oranges, naval, valencia, Fresno	\$ 17.69	N/A		820047 ORANGES 138CT
F8	15	Case	67/72	Peaches/Nectarines	\$ 21.25	N/A		820552 NECTARINE 72SZ VF 100CT AVG
					\$ 23.69	N/A		820051 PEACH 70-80SZ 28# VF 100CT AVG
F9	25	Case	135	Pears	\$ 28.13	N/A		820243 PEARS 135CT
F10	10	Case	40	Plums	\$ 26.19	N/A		800522 PLUM RD/BK/PR 45-50VF 130AVG
VEGETABLES								
V1	15	Bag	4/3 lb	Broccoli florets, bite size	\$ 22.00	N/A		822330 BROCCOLI FLORETS 4/3#
V2	20		5 lb	Cabbage green, shred	\$ 3.92	N/A		820147 CABBAGE GREEN SHREDDED 5#
V3	50		200/1.6 bag	Carroteenies, bag	\$ 17.50	N/A		NEW CARROTS BABY 200/1.6OZ
				EQUIVALENT	\$ 13.13	N/A		820187 CARROTS BABY IW 150/2OZ
V4	50		5 lb	Carroteenies, bulk	\$ 5.10	N/A		820157 CARROTS BABY WHOLE SLIM 5#
V5	2		5 lb	Carrots, shred	\$ 5.40	N/A		820155 CARROT SHREDDED 5#
V6	5		5 lb	Celery, diced	\$ 6.20	N/A		820164 CELERY DICED 5#
V7	30		2/ 5lb	Celery, stick 4 in	\$ 12.50	N/A		NEW CELERY 2/5LB
				EQUIVALENT	\$ 6.25	N/A		820162 CELERY 3" - 4" STICKS 5LB
V8	30		3	Cucumber, bag	\$ 1.77	N/A		NEW CUCUMBER BG 3CT
				EQUIVALENT	\$ 0.59	N/A		820093 CUCUMBERS SUPER SELECT EA
V9	15		10 lb	Lettuce green leaf singles	\$ 17.88	N/A		800595 GREEN LEAF FILLETS 2/5LB CS
V10	16		5 lb	Lettuce Iceburg shredded	\$ 3.80	N/A		820172 LETTUCE SHREDDED 5#
V11	70		6/ 2lb	Lettuce Romaine chopped	\$ 16.25	N/A		820174 ROMAINE CHOPPED 6/2LB
V12	5		1/ 5.5 oz	Onion, green cello	\$ 1.25	N/A		820110 ONIONS GRN 2BN PK APPROX 5.5OZ
V13	5		100	Potato baking foil wap 100 sz	\$ 23.75	N/A		NEW POTATO BAKING 100SZ
V19	5		10 lb	Snap Peas, bulk	\$ 24.38	N/A		820288 PEAS SUGAR SNAP
V14	15		4/ 2.5 lb	Spinach	\$ 14.80	N/A		820184 SPINACH CLEANED 4/2.5#
V18	5		5 lb	Squash, green zucchini sticks 2-1/2-3"	\$ 8.88	N/A		800197 ZUCCHINI 4" STICK 5LB
V15	18		22 lb	Tomato, 5 x 5	\$ 20.00	N/A		820248 TOMATOES
V16	30		2/ 5 lb	Tomato, diced	\$ 21.88	N/A		820192 TOMATOES DICED 2/5#
V17	5		10 lb	Tomato, grape	\$ 17.10	N/A		NEW TOMATOES GRAPE 10LB
				EQUIVALENT	\$ 20.52	N/A		820138 TOMATOES GRAPE 12/1PT

Contract Agreement

CONTRACT AGREEMENT

(Produce Bid RFP# 18-002)

THIS CONTRACT AGREEMENT (this "**Contract**"), made and entered into this _____ day of _____, 2017, by and between *Rescue Union School District* and

Distributor/Contractor Name	GOLD STAR FOODS	
	3781 Airport Drive	
	P.O. Box 4328	
Mailing Address	Ontario, CA 91761	
City	State	Zip Code

Hereinafter referred to as "Distributor."

RECITALS

A. Rescue Union School District has solicited proposals for the provision of Fresh Produce Distribution via a Request for Proposal Number 18-002 (the "RFP"), whereby the District may agree to purchase specified products for the district's use from the successful bidder(s).

B. Provisioner are the successful bidders under such request for proposal, and the Rescue and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2017 through June 30, 2018

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the District reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing

agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the District. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the San Francisco region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. San Francisco, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Distributor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of weighted factors, performance of service and/or provision of quality products. **FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.**

The District shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the member district(s) through this purchase may be deducted from unpaid invoices or must be paid to the district(s) by the successful Distributor. Prices paid by the district(s) shall be considered the prevailing market prices at the time such purchase is made.

PRICING

The pricing proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

In the event of a decline in price, the successful Distributor is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

FUEL SURCHARGES

Absolutely **no fuel surcharges** will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be a minimum of _____ in dollar volume or _____ in case counts.

The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for El Dorado County city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery.

Distributor shall follow appropriate handling and storage practices; this will include providing proof of

established sanitation procedures and an active pest control program to assure proper information.

In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy)

INFERIOR PRODUCT

The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The District's decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the District, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Distributor shall notify the District whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District member district's Food Services Department.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been

received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the District shall be notified at least 10 days in advance.

And the District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the district, and sites that are piggybacked. The individual member districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract.

ACCOUNTING

Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor.

The original invoice must be signed by the individual receiving the product and two copies are to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are

due and payable within 30 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 30 days" are offered.

RIGHT TO AUDIT

The Distributor shall submit to third party audits and/or inspections initiated by the member district(s) during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

FORCE MAJEURE

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "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 non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Distributor shall comply with all Districts security regulations.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district.

INSURANCE

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

e. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.

f. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.

g. Insurance certificate must name the District(s) as additional insured.

h. Certificate to be submitted by vendor must be submitted prior to award.

AFFIRMATIVE ACTION

The Distributor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District.

The Distributor, at the Distributors own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1 Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities for purposes of providing services covered by this proposal during normal district hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by and individual who has satisfied the fingerprinting requirements of Section 452125.1.

PIGGYBACK CLAUSE/OTHER DISTRICTS

For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, **at the option of the Distributor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within but not limited to the California Counties of El Dorado may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 [K-12] and 20652 [Community Colleges] of the Public Contract Code. The District(s) waive their right to require such other districts and offices to draw their warrants in favor of the District(s) as provided in said Code sections. Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted 

Piggyback option not granted _____

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

In the event of any dispute between the District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

PROVISIONER:



Rescue Union School District

By: _____

By: _____

Title: _____

Title: _____

Address:

Address:

2390 Bass Lake Road
Rescue, CA 95672

GOLD STAR FOODS
3781 Airport Drive
P.O. Box 4328
Ontario, CA 91761

Phone No: (530) 672-4445

Phone No: 909-843-9600

Fax No: (530) 677-4098

Fax No: 909-843-9659

Authorized Officers or Agents
(Corporate Seal)

DISTRIBUTOR QUESTIONNAIRE

Rescue Union School District Request for Proposal # 18-002

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.

(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)

2. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B)

3. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)

4. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)

5. What is your procedure for notifying the customer of shortages and/or substitutes? (B)

6. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)

9. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)

10. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)

11. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)

12. What is your procedure to bring in new products for District(s)? (C)

13. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)

14. Will you give a District a discount if they reach a certain dollar value per drop? (A)

No _____ Yes _____

If yes, what does the dollar drop need to be? _____

If yes, what % discount will apply? _____. If you answered yes, this discount will apply to all drops that exceed the dollar value listed above.

15. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

16. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)

17. Has your firm provided economic opportunity for the El Dorado County residents and business? If so, explain. (D)

Tiffany Riad
Director of Contracts & Commodities
Gold Star Foods, Inc.

Firm Title _____ Signature _____

Phone#: 909-843-9600 Name (Printed) _____

Fax#: 909-843-9609 E-Mail address bids@goldstarfoods.com



**Request for Proposals RFP # 18-002
Produce Food Distribution
for
Rescue Union School District**

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.
(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

- 1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)**

Gold Star can meet the specified delivery days and hours as outlined in the Request for Proposal.

- 2. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B)**

Gold Star requires a two-week lead time to ensure a 99.5% fill rate.

Lead time is one of many factors that is required to achieve a 99.5% fill rate. Below is a brief list of other factors that may increase and/or decrease lead times:

- Manufacturer/Distributor lead-time
- Manufacturer forecasting requirements and production schedules
- Type of purchase—Commercial vs. Commodity (verifying that pounds/entitlement are available)
- Quantity Stocked (Distributor Par Levels)
- New Items (either for Distributor or Manufacturer)
- Item Allocation (experienced during recent Avian Influenza Outbreak)
- Seasonality of the raw product

Achieving a 99.5% fill rate requires communication and coordination between the district, the awarded distributor, and manufacturers to ensure that the products districts need are available to meet the demand of the school district's cycle menus.

Gold Star Foods has the technology to allow customers to place orders on-line. This in no way outlines the extent that our technology systems support Child Nutrition Programs.

- Our secure online ordering system is available and searchable by appropriate District personnel 24 hours a day. Access to Gold Star Foods online is approved by District management and access can be limited through designated security levels determined by the District(s).



GOLD STAR FOODS

- We provide on-site training for all District(s) personnel who will utilize the system. Training is provided on an ongoing basis for new employees as well. We have training tutorials for those staff needing additional support outside of the on-site training. Furthermore, we have dedicated K12 Solutions Account Specialists available to assist with order entry, should your District need assistance when ordering on-line.

3. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)

In the event of an emergency/unscheduled delivery, the District(s) would contact their dedicated K12 Solutions Account Specialist and/or the Director of Customer Service by phone or e-mail. The Account Specialist will verify that sufficient inventory is available, confirm the delivery with the GSF Director of Transportation, and coordinate with the District representative requesting the delivery. GSF's inventory and receipt of foods six days per week, allows us to often fill emergency orders with appropriate, compliant items. Based on the number of emergency deliveries requested and/or the cause of the emergency delivery, Gold Star may assess an additional service charge for the delivery.

4. How late can add-ons be added to the next day delivery? Is there a limit on the number of cases that can be added on? (B)

If the district has a late add-on that needs to be added to the pending delivery, the District should contact their dedicated K12 Solutions Account Specialist. Late add-ons must be added by 11:00am the day prior to the delivery. There is no limit to the number of cases that can be added, however, if the add-on consists of 10 cases or more, we verify that there is adequate inventory available. If inventory is not sufficient to meet the late add-on request, we will work directly with the District(s) to identify acceptable substitute products. Due to the size of Gold Star's inventory and our receipt of foods six days per week, we can often fill requests for late orders with appropriate, compliant items.

5. What is your procedure for notifying customers of shortages and/or substitutes? (B)

At GSF, we take a proactive approach for minimizing shortages and/or substitutions. First, we work with our partner districts in advance to identify menu cycles, ordering practices, and preferred vendors. By providing us with your planned menus, preferred products/vendors and allowing us to work closely with your menu planning team, we can ensure that the items you purchase are stocked and available in the requested quantities. Your dedicated K12 Solutions Account Specialist is responsible for communicating with District(s) about all potential issues. If your Account Specialist is unavailable, we have back-up/trained Account Specialists and the Director of Customer Service who can also assist.

Once an order is placed in our system, the order is transmitted to our Purchasing Department to verify sufficient inventory. If there is an inventory shortage requiring an order modification and/or substitution, the K12 Solutions Account Specialist will contact the District representative



immediately. We utilize both phone and e-mail communication to ensure that we make contact in a timely manner. GSF will not send substitute items without an authorization by the District. To minimize the impact to the District and ensure that the menus meet meal pattern requirements, we find substitutes with similar pack sizes, price point, and meal/nutritional contribution.

Finally, to prevent future shortages we work with the District to review the cycle menu to identify how often the item will be menued and the approximate number of cases required minimizing any future/ongoing issues with the item.

6. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)

GSF tracks this information in two different ways, "fill rate" and "service rate". Fill rate is defined as the quantity of cases delivered measured against the quantity ordered including substitutes. This is measured in total cases ordered versus total cases delivered. Using this calculation our average fill rate for GSF is 98.7%. Service Rate is defined as the quantity of cases delivered measured against the quantity ordered minus the substitute products. Service rate is only measured against the original requested items. Using this calculation our average service rate is 98%. To maintain a high level of execution, GSF works closely with the district on menu planning and forecasting.

Please note: the current fill rates noted above are based on a two-day lead time.

9. Please describe the reports that you make available to your customers? (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)

Gold Star is widely considered the national leader in providing value added services and technology solutions for school foodservice operations. Full access to the Gold Star Online ordering website provides the ability to easily view and print reports and obtain information required for proving meal pattern compliance. The reports and tools available through the GSF Online System include:

- 24 hour/day – 7 day/week access
- Product Nutritionals, Product Formulation Statements and CN Labels
- Searchable database by Product qualities and identifiers
- District Usage by Vendor
- Site Usage by Vendor
- USDA Foods Live Inventory
- USDA Foods Lot History
- USDA Foods Usage by District
- Raw Commodity Balances (for State Warehouse and State Coop Agencies)
- Commodity Discount by Vendor

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All of our reports are exportable in to Excel, PDF, and XML. This allows each District to customize the reports as necessary to meet the reporting needs of that specific District. In addition, if other reports are needed by the District, we can create customized reports. Beginning with the 2017-18 school year, Gold Star will have the following additional information available:

- Buy American compliance
- Allergen Information
- California Thursday Requirements (CA Processed, CA Grown, CA Company)
- Meal Pattern Contribution

10. What is the current make-up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)

Gold Star's Fleet consists of:

- 161 Drivers
 - 138 Class A Drivers
 - 23 Class B Drivers
- Trucks and Equipment
 - Class A Equipment
 - 55 Tractors
 - 3 – 28' Refrigerated/Frozen Trailers
 - 6 – 36' Refrigerated/Frozen Trailers
 - 10 – 45' Refrigerated/Frozen Trailers
 - 35 – 48' Refrigerated/Frozen Trailers
 - 3 – 53' Refrigerated/Frozen Trailers
 - Class B Equipment
 - 63 Refrigerated/Frozen Bobtail Trucks

To ensure that GSF's fleet is the safest on the road, all our trucks are 2012 or newer and meet all California Air Resources Board requirements. Our equipment is on a long-term lease agreement that comes with a full-service maintenance program. The service agreement must comply with all Department of Transportation requirements. Our drivers are required to conduct a pre-trip inspection of the entire truck, trailer, and refrigeration requirement before leaving the Gold Star facility. In addition to our internal inspection process, all fleet vehicles must be inspected by a certified mechanic every 90 days and receive subsequent repairs and/or service as applicable. Included in the 90 day inspections are:

- Safety checks (brakes, hoses, fluids, headlights, turn signals, etc.)
 - Oil changes (by mileage)
 - Tire replacement
 - Lift gate service
 - Reefer unit service (by service hours)
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- Visual damage

These inspections are done to ensure compliance with the California Commercial Motor Vehicle Safety Act of 1988, which is commonly referred to as the Biennial Inspection of Terminals (BIT) Program. The BIT Program requires a comprehensive review of our fleet by the California Highway Patrol. Our last review resulted in a passing score for all vehicles.

Our bobtails and trailers are all equipped with refrigerator units that can maintain both frozen and refrigerated temperatures. Some of the units are multi-temperature units that have the capability to run two separate temperature zones with wall portions.

Specifically related to sanitation and cleanliness, our truck drivers are required to maintain the cleanliness of their vehicles. In addition, we have a contracted vendor that cleans the trucks (inside and out) a minimum of every other week.

11. Describe your policy regarding delivery driver/staff assisting sites in moving received product to storage areas? (B)

Providing excellent customer service to our partner districts is our primary responsibility and this expectation is communicated through every department at Gold Star including transportation. Our policy regarding staff moving product into storage areas depends on whether the delivery is made when district personnel are present or not.

When a delivery is made without the presence of District personnel, our current policy ensures that all items are placed in the respective temperature zones. Specifically:

- Dry items are placed in a dry storeroom maintained between 50°F and 70°F
- Refrigerated items are placed in walk-in coolers to ensure that products are maintained at an internal temperature of 41°F or below
- Frozen items are placed in walk-in freezers to ensure that products are maintained at an internal temperature of 0°F or below

This policy ensures the safety of the foods delivered and verifies that the proper temperature control of the foods is maintained through the completed the delivery.

If the district(s) space is limited and full pallets cannot be delivered, our drivers are required to breakdown pallets to ensure that foods are placed in the proper areas.

When a delivery is made in the presence of District personnel, we defer to the District to provide direction for where deliveries should be placed. In either instance, we are not able to rotate stock on behalf of the district or move product to make room on shelving for storage.



GOLD STAR FOODS

12. What is your procedure to bring in new products for the District(s)? (C)

If the District is interested in purchasing a new item, GSF has a seamless process for adding new items. GSF is customer driven, so we defer to the District(s) rather than the vendors to notify us of the new products they wish to purchase. If the new item is from a vendor that is already set-up in our system, we are able to set-up the new item within 7 business days. This timeline is dependent on whether nutrition information is submitted timely and product formulation statements and/or CN label information is available. If any of these items are not supplied by the vendor the timeframe for adding the new item is increased.

For new vendors the timeframe is increased to fourteen days, as we have to validate that they comply with our food safety standards, good food procurement requirements, financial viability, and develop processes for purchasing the new items on behalf of the District. In either instance the new items can typically be purchased within three weeks or less.

We do not have a set minimum order quantity for new items, but work with the District(s) and vendors to ensure that vendor minimums are met.

13. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)

No, Gold Star does not offer an early percentage discount for early payment

14. Will you give a District a discount if they reach a certain dollar value per drop? (A)

No ☒ X ☐

Yes ☐ If yes, what does the dollar drop need to be? _____

If yes, what % discount will apply? _____. If you answered yes, this discount will apply to all drops that exceed the dollar value listed above.

Our pricing model is based on distribution to each site using the total number of cases requested on the estimated quantities spreadsheet, which provides a competitive cost for distribution. All possible reductions in price have been accounted for in this model, so we are unable to provide any additional discounts.

15. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

Gold Star Foods s been in the Food Service/School Business for 39 years.



Specific to financial stability, our net sales for 2016 was just over \$320 million and our sales growth has been steady over the last several years. But these numbers don't fully describe the impact that this growth has had on the local economy. Over the last nine years Gold Star has grown into a very successful business and during this same time we have also held our margins maintaining the same costs basis to the schools we serve. In addition, Gold Star offers all its employees above market wages and benefits. While school districts have endured an increase in food cost related to drought, labor costs, etc., the cost to do business with Gold Star has remained the same.

16. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)

No, Gold Star has not resigned or been replaced at the will of a District during the last 18 months.

17. Has your firm provided economic opportunity for the El Dorado County residents and business? If so, explain. (D)

Our mission is to serve the very best food to students and do it the best way possible. This means adherence to our goal of the Triple Bottom Line – Good for People, Good for the Planet, Sold at an affordable price that's fair for everyone. This commitment extends beyond our doors and into the local economy.

Our primary support for the local Tracy residents and businesses through purchase of products from local vendors and supporting local advocacy groups that support the promotion of school meals.

Firm Title Gold Star Foods Signature 
Phone # 909-843-9617 Name (Printed) Tiffany Riad, MM
Fax # 909-843-9618 E-Mail address tiffany@goldstarfoods.com



2017 REFERENCES
FRESH PRODUCE CATEGORY

Southern California

Adelanto Elementary School District

Director: Delise Barringer
11824 Air Base Road
Adelanto, CA 92301
Phone: (760) 246-4912 Ext. 4
Deliveries per year: 2,200+

Los Angeles Unified School District

Procurement Director: Laura Benavidez
333 S. Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
(213) 241-2993
Deliveries per year: 45,000+

Corona Norco Unified School District

Director: Amanda Colon
2820 Clark Avenue
Norco, CA 92860
(951) 736-4590
Deliveries per year: 1,100+

Northern California

Tracy Unified School District

Director: Valerie McDonald
1875 West Lowell Avenue
(209) 830-3255
Deliveries per year: 30+

Nevada

Clark County School District

Director: Virginia Beck
4212 Eucalyptus Avenue
Las Vegas, NV 89121
(702) 799-5360 Ext. 5420
Deliveries per year: 175+



CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

5/1/2017

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 Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1379844 GOLD STAR FOODS, INC 3781 EAST AIRPORT DRIVE ONTARIO CA 91761	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co of CT		25682
	INSURER B : Travelers Property Casualty Co of America		25674
	INSURER C : Liberty Insurance Underwriters Inc		19917
	INSURER D : California Insurance Company		38865
	INSURER E : Travelers Property Casualty Insurance Co		36161
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 14668512 **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	Y-630-0F486607-TCT-16	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	Y-810-0F486607-TIL-16	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000030002-05	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
D	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 checked="" type="checkbox"/> N	N/A	82-819348-01-08	11/1/2016	11/1/2017	<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
A	LEASED/RENTED EQUIP.	N	N	Y-630-0F486607-TCT-16	11/1/2016	11/1/2017	\$15,033,725
E	MOTOR TRUCK CARGO			660-4307B89A-TIL-16	6/1/2016	6/1/2017	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

14668512
RESCUE UNION SCHOOL DISTRICT
2390 BASS LAKE ROAD
RESCUE CA 91745

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

Joseph M. Agnello

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NONCOLLUSION AFFIDAVIT TO BE

EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

Tiffany Riad
Director of Contracts, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in 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 the 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 the 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 thereto, 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

5/27/17
(Date)

(Signature)

Tiffany Riad
Director of Contracts & Commodities
Gold Star Foods, Inc.



GOLD STAR FOODS

Hazard Analysis Critical Control Points (H.A.C.C.P.) Program



January 2017

	GOLD STAR FOODS	SQF 2.4.3	DOCUMENT # 2.4.3.1
Document Title: HACCP Overview		Revision Date:	3/18/16
Department: ALL Departments		Revision #	3
Prepared By: Wayne Warner		Approved By: Pedro Osorio	Page 1 of 5

Introduction to Gold Star Foods Inc.

STREET ADDRESS:

3781 E. Airport Drive
Ontario, CA 91761

MAILING ADDRESS:

P.O. Box 4328
Ontario, CA 91761

FEDERAL I.D. NUMBER:

26-1340567

TELEPHONE:

Toll Free.... (800) 540-0215
Local..... (909) 843-9600

FAX:

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

HOURS:

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

Company Overview:


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

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

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

Food Safety, Product Recall, & Bio-Security:

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

	GOLD STAR FOODS	SQF 2.4.3	DOCUMENT # 2.4.3.1
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Plant Description:

Gold Star Foods facility has 36 loading doors. The construction is primarily concrete tilt-up walls built on a cement slab. Walls and ceilings are constructed of sheet metal with an anodized white sanitary coating. The roof is flat, but with adequate drainage to minimize standing water.

The total plant footprint is 252,310 square feet.

Freezer 83,660 SF

Refrigerated Storage 12,100 SF

Produce Storage 3,600 SF

Dry Grocery Storage 59,800 SF

Bread Operations 12,500 SF

Dry Dock 16,600 SF

Refrigerated Dock 17,400 SF

Engine Room 2,600 SF


Battery Charging area 3,200 SF

Main Office 15,300 SF

Shipping/Receiving Office 3,040 SF

HACCP Leadership Team

Name	Title	Responsibilities	Qualifications/Experience
Joe Villarreal	SVPO	HACCP Team Member	35 years of Food Operations and Distribution experience
Pedro Osorio	Director of Safety/HACCP	HACCP Team Leader SQF Practitioner	SQF Practitioner trained HACCP certified
Erick Osorio	Director of Warehouse	(323) 492-3977	HACCP trained
Octavio Salazar	Director of Transportation	(909) 437-9513	HACCP Trained
Richie Cabrera	Inventory Control	(909) 268-3091	HACCP Trained
Karen Rosales	Executive Director of Procurement	(626) 428-9340	HACCP Trained
Edwin Quinteros	QC Manager Produce	(626) 428-9340	HACCP trained

	GOLD STAR FOODS	SQF 2.4.3	DOCUMENT # 2.4.3.1
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Introduction to HACCP/HARPC

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

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

The benefits of the HACCP system are as follows:

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

The FDA created HARPC (Hazard Analysis and Risk-Based Preventive Controls for Human Food). HARPC is written within Section 103 of FSMA (Food Safety Modernization Act) guidelines, and requires that food manufacturers or processing facilities operate with the strategies and guidelines in place, including:

HARPC is a US Standard which affects a number of FDA-regulated products & HACCP is a global standard.


HACCP & HARPC both define hazards (such as biological, chemical and physical) but HARPC includes radiological and intentional hazards to its high risk category.

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

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


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

Definitions

	GOLD STAR FOODS	SQF 2.4.3	DOCUMENT # 2.4.3.1
Document Title: HACCP Overview		Revision Date:	3/18/16
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TERM	DEFINITION
Critical Control Point (CCP)	A step at which control can be applied and is essential to prevent or eliminate a food safety hazard or reduce it to an acceptable level.
Pre- Requisite Programs	Practices and procedures forming the basis of preventable actions: <ul style="list-style-type: none"> ▪ Receiving, Storage & Transport ▪ Approved Supplier Program ▪ Calibration & Maintenance ▪ Cleaning & Sanitation ▪ Pest Management ▪ Staff Training ▪ Personnel Practices ▪ Product Identification, Traceability & Recall ▪ Premises (buildings & site) ▪ Complaint Management ▪ Allergen Control
Hazard Analysis	A tabulated record of all Hazards that affect or have the potential to affect the safety of the products under analysis.
HACCP/HARPC Preventative Controls	Hazards identified in the risk analysis as being of significance and their respective control measures are transferred to the HACCP table. The critical limit of these hazards is specified. Details of who will monitor the critical limit to make sure it is not broken are given. Actions to be taken when critical limits are broken are also given. Records of monitoring activities are listed.

Methodology:

	GOLD STAR FOODS	SQF 2.4.3	DOCUMENT # 2.4.3.1
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Flow Chart: The flow chart has been designed so that each step of the process has been identified

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

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

Guidance: The HACCP plan has been prepared in accordance with:
 FDA Hazard Analysis and Critical Control Point Principles and Application Guidelines Adopted August 14, 1997, National Advisory Committee on Microbial Criteria for Foods and CODEX Alimentarius Guidelines 97/13A for HACCP
 HARPC principles are written in accordance within Section 103 of FSMA (Food Safety Modernization Act

Revision History			
<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	01/11/16	Pedro Osorio	New
2	02/26/16	Wayne Warner	Update to SQF 7.2 Quality manual
3	03/18/16	Pedro Osorio	Updated HACCP team
4	12/28/16	Pedro Osorio	Removed Marc Jimenez
5	12/28/16	Pedro Osorio	Added Joe Villarreal, removed Larry Noble



GOLD STAR FOODS

Food Security & Safety Program



January 2017

	GOLD STAR FOODS	SQF 2.7.1	DOCUMENT # 2.7.1
Document Title: Food Defense		Revision Date:	12/28/16
Department: ALL Departments		Revision #	3
Prepared By: Wayne Warner		Approved By: Pedro Osorio	
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Purpose

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

Responsibilities and Methods


i. Site Security Team

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

NAME	POSITION	CONTACT	RESPONSIBILITIES
San C. Leer	CEO	(562) 508-6533	Senior Leader
Joe Villarreal	Senior Vice President of Operations	(951) 741-7578	Site Coordinator Responsible for overall site security
Pedro Osorio	Director of Safety/HACCP	(323) 496-7280	Responsible for food defense training
Erick Osorio	Director of Warehouse	(323) 492-3977	Responsible for receiving, storage and loading security
Octavio Salazar	Director of Transportation	(909) 437-9513	Responsible for security of delivery
Karen Rosales	Executive Director of Procurement	(626) 428-9340	Responsible for vendor security verification
Wayne H. Warner	Advisor	(253) 576-0867	Responsible for conducting 3 rd part security audits
FDA		(866) 300-4374	Notify in case of a food tampering issue

ii. Facility Access and Authorized Personnel

- Access to the facility is restricted to authorized personnel only.
- Access to the facility is secured and monitored at all times.
- Access to roofs, airflow units, water supply, electrical and refrigeration is limited to authorized personnel.
- Employees enter the building through the authorized employee door located at the South side entrance to the building. This door is marked "Employee Entrance Only". They are accessed with pass cards.
- Short Term - Leased Employees assigned to work at Gold Star Foods for short periods of time, from one day to one or two weeks will be issued a temporary pass code The code is valid for the duration of their assignment.
- Visitors enter the building through the front lobby door only from 8:00am-5:00pm.

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- g. Visitors to the plant are required to read and sign the Visitor Pass GMPs.
- h. Visitors will sign in/out on the Daily Visitor's Log.
- i. The Receptionist will call the person being visited, who will arrange to have someone from the department come to the lobby and ESCORT the visitor. (EXCEPTION: Known contractors under written contract with the company who frequently visit the Company will not need to be escorted.
- j. Visitors will wear visitor badges to aid in differentiating visitors from Gold Star Foods employees.
- k. Personal visitors will be issued a visitor pass, and it will be the responsibility of the employee to escort the visitor while within the facility and to follow all rules and regulations with particular attention to restricting access to sensitive areas. Personal visitors to the plant must be approved in advance by Management
- l. Contractors entering after hours are either bonded or screened by a background check.
- m. The entrance to the front lobby and offices is locked between the hours of 5:00pm and 8:00am or whenever the lobby is not being monitored by the receptionist. The receptionist inspects the entry door in the morning for evidence of unauthorized entry. The receptionist leaving each night secures the front lobby door.
- n. Gold Star Foods is a 24/7 operation. There is appropriate supervision of all staff-including sanitation and maintenance, contract workers, data entry and computer support staff and especially new employees.
- o. Managers are assigned a security level with access to assigned areas only. Keys are assigned and checked out to authorized individuals by the Office Manager.
- p. All spare keys are secured in a lock box controlled by the Office Manager. Building keys cannot be duplicated. All terminated managers with access to the building are required to turn their assigned keys in prior to leaving the building.
- q. Keys and/or key cards are collected prior to the departure of any terminated employees who had access to the facility.
- r. Camera cell phones and recording devices are prohibited unless issued by Gold Star Foods' Management.

iii. Employees


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

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

iv. Computer Access

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

v. Receiving of Goods

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

vi. Storage of Materials

- a. Products are stored inside the secured production areas. All partially used goods are secured in sealed bags, cases, or cartons.
- b. Warehouse access will be controlled and accessible by authorized personnel only.

vii. Work In Process

- a. Partial cases, ingredients and work in process in the re-packing area are covered and secured when not in use.

viii. Finished Goods and Packaging Storage

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

ix. Shipping of Finished Goods


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

x. Hazardous Chemicals

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

xi. Equipment

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

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xii. Security Training

- a. All employees are trained in our Food Defense policies and procedures at time of hire and annually thereafter. Training is validated on the Security Training Record.
- b. Facility security procedures include but are not limited to emergency evacuations, a familiarity with emergency response in the community-including 24-hour contact of local, state and federal officials, and a maintained floor plan (both on and off site).
- c. All facility staff is trained to be alert for and respond to evidence of tampering with product or equipment, other unusual situations or other security breaches.
- d. Employees are trained to sight suspicious activity from visitors, contractors and fellow employees of the plant (authorized or not).
- e. All suspicious activity is reported to the Operations Manager.
- f. Every occurrence is reported to a supervisor. If there is a report at any time that points to evidence of tampering, criminal or a terrorist action a 24-hour FDA emergency hotline number is required to be called. This number is 866) 300-4374

Responsibilities

All employees, managers, and staff of Gold Star Foods are responsible for food defense and the security of the facility.

Records

Food Security Meeting Notes

Visitor Log

FDA Bio-Terrorism Registration

In-coming and Out-going Truck Inspection Records


Revision History			
<u>Rev #</u>	<u>Issue Revision Date</u>	<u>Revised By</u>	<u>Reason for Revision</u>
1	04/05/15	Pedro Osorio	New
2	02/24/16	Wayne Warner	Update to procedure and responsibilities
3	12/28/16	Pedro Osorio	Added Joe Villarreal, removed Larry Noble



Product Recall Program



January 2017

	GOLD STAR FOODS	SQF 2.6	DOCUMENT # 2.6.3
Document Title: Product Recall and Withdrawal		Revision Date:	2/26/16
Department: ALL Departments		Revision #	2
Prepared By: Wayne Warner		Approved By: Pedro Osorio	Page 1 of 5

Purpose

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

Responsibilities and Methods

Recall Team and Notification Tree


Sean C. Leer	CEO	(562) 508-6533	Responsible for Recall Order
Karen Rosales	Executive Director of Procurement	(626) 428-9340	Recall Coordinator Product recall recommendation Compiles recall documentation Backup to CEO
Pedro Osorio	Director of Safety/HACCP	(323) 496-7280	Responsible for internal recall notification Notification to SQFI and SAI Global
Rani Romero	Director of Customer Service	(323) 490-9311	Customer notification
Richie Cabrera	IC Manager	(909) 268-3091	Send out audit report to recall committee
Martin Perez	IC Supervisor	(323) 392-6988	Segregation of Materials Place affected products on hold
Dan Moreno	Produce/Bread Inventory Mgr.	(909) 541-3399	Product accounting
Erick Osorio	Director of Warehouse	(323) 492-3977	Recall support
Octavio Salazar	Director of Transportation	(909) 437-9513	Recall support
Additional Resources			
Wayne H. Warner		253) 576-0867	Food safety advice for recall
C. Scott Salmon		909) 843-9603	Responsible for providing legal counsel during recall
FDA		(866) 300-4374	Regulatory notification
USDA		(888) 674-6854	Regulatory notification
SQFI (GFSI Compliance Body)		foodcrisis@sqfi.com	
SAI Global (Certifying Body)		foodrecall@saiglobal.com	

Definitions

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

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

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

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

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

RECALLS, WITHDRAWALS, & RECOVERIES

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

INQUIRY & COMMUNICATION

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

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

INVESTIGATION & RECOMMENDATION

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


PRODUCT RECALL ORDER

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

RECALL STRATEGY

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

Depth

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

Publicity

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

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

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

Contact with Regulatory Agencies

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

Effectiveness Checks

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

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

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

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

RECALL PROCEDURE

Step 1

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


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

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

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

Step 2

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

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

Step 3

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


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

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

Inform the vendor of what schools
 Inform the California Health Department

Step 4

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

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you are aware there is a recall situation in your category. We will expect a letter within a few hours of the public notification.

Step 5

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

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

VERIFICATION OF THE SYSTEM

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

RECORDS

Shipping/Receiving/Storage Records

(See SOP for additional requirements)

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

Revision History			
Rev #	Issue Revision Date	Revised By	Reason for Revision
1	08/31/15	Pedro Osorio	New
2	02/22/16	Wayne Warner	Update to procedure and responsibilities
	12/28/16	Pedro Osorio	Reviewed – No changes

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Tiffany Riad
Director of Contracts & Commodities
Gold Star Foods Inc

Printed Name

Title

Signature

Date

(3) DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

(4)

(5)

(6)

(7)

(8) G:SNP:DEBARMENT

(10) INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) 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 whom 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 Transactions," without modification, in all lower tier covered transactions 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 it 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.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted **ANNUALLY** by ☐ any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and ☐ potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature:	Date:
(4) OR			
Name of Food Service Management or Food Service Consulting Company:			
Printed Name and Title:		Signature:	Date:
Name of School Food Authority:		Agreement Number:	

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
 By (Authorized Signature)	26-1340567
Tiffany Riad Director of Contracts & Commodities Gold Star Foods, Inc.	
Print Name and Title of Person Signing	Date Executed
	5/27/17

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

Required Bid Documents Checklist

Distributors responding to this RFP must follow the format in the section of Required Bid Documents. The following must be completed and submitted with the proposal package:

1. Cover Letter (Note: Provide your own document.)	✓
2. Request for Proposal Signature Page	✓
3. Proposal Worksheet	✓
4. Contract Agreement	✓
5. Distributor Questionnaire	✓
6. Reference List (Note: Provide your own document.)	✓
7. Public Liability and Property Insurance (Note: Provide your own document.)	✓
8. Non-Collusion Declaration	✓
9. Hazard Analysis Critical Control Point Plan (Note: Provide your own document.)	✓
10. Food Security and Safety Program (Note: Provide your own document.)	✓
12. Product Recall Program (Note: Provide your own document.)	✓
12. Suspension and Debarment Certification, U.S. Department of Agriculture	✓
13. Disclosure of Lobbying Activities	✓
14. Iran Contracting Act of 2010 Compliance Affidavit	✓
15. Required Bid Documents Checklist (this form)	✓

Completed by: Tiffany Riad
Director of Contracts & Commodities
Gold Star Foods, Inc. Title: _____

Signature:  Date: 5/27/17

ITEM #: 36
DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: 2017-18 RFP 18-003 Paper Award

BACKGROUND:

Food Service procurement process to obtain pricing for the 17-18 school year for paper products.

STATUS:

The award for Food Service paper products for the 17-18 school year has been awarded to Crown Distributing.

FISCAL IMPACT:

It is the intent of the District Food Service Department to award contracts based on price and responsible bidders. Fiscal Impact would be to acquire the best service for the best price.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

The District recommends approval of the Food Service RFP 18-003 Paper Products award to Crown Distributing.

Rescue Union School District

Paper Products for Food Distribution

Request for Proposal # 18-003

Rec'd
6/1/17
9:45 am

Attention: Kim Andreason

2390 Bass Lake Rd.

Rescue, CA 95672

530.672.4445

Since 1989, Crown Distributing has specialized in food industry and janitorial products. We offer a full array of smallwares, disposables, kitchenware, and janitorial items to meet the needs of any customer and kitchen.

Our product consultants provide product knowledge and expertise that saves you time and money, but our commitment to personalized service and competitive pricing is what keeps customers coming back.

Crown Distributing has over 25 years' experience working with school districts and business owners within the community and is able to work closely with staff to help anticipate and meet the needs of your business.

I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted.

A handwritten signature in black ink, appearing to read 'J. Booth', is written over a horizontal line.

Justin Booth, President

A. Crown Distributing

B. 1115 W Sunset Blvd.
Rocklin, CA. 95765

C. Justin Booth, President

D. 916.645.9124

E. jbooth@crown.supplies

F. Established 1989

G. Number of employees: 14

H. <https://www.crown.supplies/>

I. 

Justin Booth, President

J. N/A



Paper Products for Food Distribution

Request for Proposal #18-003

For

Rescue Union School "District"

Issue Date: May 3, 2017
Submit by: June 1, 2017 at 10:00 am.

Contact:
Kim Andreasen
Director of Food Services
(530) 672-4445

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Disclosure of Lobbying Activities	
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT	

NOTICE OF REQUEST FOR PROPOSAL

This is a formal request for pricing and distribution of Paper Products for Rescue Union School District from July 1, 2017 through June 30, 2018. (RFP #18-003)

Paper Products

Completed bid packets must be delivered to the Rescue Union School District, 2390 Bass Lake Road, Rescue, CA 95672 no later than 10:00 am on June 1, 2017. Proposals shall be opened in public at 10:00 am on June 2, 2017 at the above-stated location.

The District is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their proposal is delivered to the District Office. Each proposal must conform and be responsive to the contract documents. No proposal may be withdrawn for ninety (90) days.

The District, reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest proposal. The award of contract, if made by the District, will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the district, taking into consideration all aspects of the contractor's response, including the total net cost.

To obtain a Request for Proposal package visit the District Food Service web page at: www.rescuecafe.org or contact Kim Andreasen, Director of Food Services at 530-672-4445

Rescue Union School District
2390 Bass Lake Road, Rescue, CA 95672
Paper, Request for Proposal # 18-003
Submit RFP by June 1, 2017 at 10:00 am

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of Paper Products for Rescue Union School District. Before bidding, please read the **Instructions, Required Bid Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the Rescue Union School District, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

If further clarification is needed, call Kim Andreasen at Rescue Union School District 530-672-4445 or email at kandreasen@rescueusd.org

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: 

Printed Name of Signor above: Justin Booth

Title: President Date: 6/1/17

Company Name: Crown Distributing, Inc

Mailing Address: 1115 W. Sunset Blvd

City: Rocklin State: CA Zip Code: 95765

Phone Number: (916) 645-9124 Fax Number: (916) 645-9140

Email Address: jbooth @ crown-supplies

PROJECT SCHEDULE

All events are held at Rescue Union School District located at
2390 Bass Lake Road, Rescue, CA 95672

Issue Date: May 3, 2017

Proposal Due: June 1, 2017 at 10:00 am
Rescue Union School District Office

Proposal Opening: June 2, 2017 at 10:00 am.

Protest Deadline: June 6, 2017 by 10:00 am

Intend to Award: June 14, 2017 (Pending Board Approval on June 13, 2017)

Contact: Kim Andreasen
Director of Food Services
Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672
530-672-4445

Instructions to Bidders

PURPOSE OF THIS RFP

The Rescue Union School District, is seeking proposals from qualified companies to procure and deliver paper products to receiving sites. **The RFP will be awarded to one (1) winning distributor. A second distributor may be awarded as a backup.** A backup distributor will only be used when the winning distributor is unable to deliver the item(s) ordered by a member district on a regularly scheduled delivery date. Furthermore, in the event that the winning distributor is unable to fulfill the contract requirements thus result in a cancellation of the original contract between the winning distributor and the member district(s), a backup distributor may enter into a contract with a member district upon mutual agreement without resubmitting another proposal. Proposals made in this RFP by the backup distributor shall stay effective till the end of the contract term. This RFP defines the program, the products, and the services that are being sought from the Distributor and generally outlines the program requirements.

SCOPE OF SERVICES

The selected vendor(s) will partner with Rescue Union School District over the term of the contract resulting from this RFP to procure and deliver Paper products to sites designated within the Rescue Union School District and Districts approved for Piggybacking; Buckeye Union School District and Mother Lode Union School District, not to exclude other agencies approved by Distributor.

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. July 1, 2017 through June 30, 2018. The quantities are estimates and provided for information only; it is not guaranteed.

Firm Prices

- a. The bid period is from July 1, 2017 through June 30, 2018. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and Rescue Union School District shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the District. Rescue Union School District shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in this contract.
- b. The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.
- c. In the event of a decline in price, the successful Distributor is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

Deliveries

- a. Most sites require deliveries at least 1 day per week. Delivery schedules will be determined by the district based on our operational needs. Deliveries can be made daily between 7:00 am and 1:00 p.m. Vendor must have the ability to provide back-up service in enclosed trucks in case of truck break down or other emergency.
- b. 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.

- c. Products not meeting the Rescue Union School District quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- d. Substitutes shall be rejected unless specific authorization by Rescue Union School District Nutrition Services is secured in advance.
- e. Currently Rescue District serves over 35,035 breakfast meals and over 209,765 lunch meals annually.

Points of Delivery

Rescue Union School District Sites

Pleasant Grove Middle School (central kitchen), 2540 Green Valley Road, Rescue, CA 95672

GENERAL INSTRUCTIONS AND CONDITIONS – RFP # ¹⁸⁻⁰⁰³~~1001~~ 17-18:

Proposals are requested for furnishing the Rescue Union School District, for Paper Products for the period of July 1, 2017 through June 30, 2018. Rescue Union School District reserves the right to determine purchase amount based on the district's operational need.

Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. The signatures of all persons shall be in longhand in blue ink. Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside **the name of the vendor, the name and RFP number, submission due date and time.** It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.

LIMITATIONS

Rescue District will not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to one responsible distributor and one backup distributor as needed. The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the district. The District may take into account the performance of the bidder with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the lowest responsible proposal meeting all the criteria specified in the proposal **and** is in the best interest of the district.

RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the District, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Proposal Format and Required Information. Distributors responding to this RFP must follow the format in the section of Required Bid Documents. Distributor must submit one (1) paper copy of their proposal. Proposals should be properly and legibly filled out in ink or typewritten, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.

a. Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.

b. Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the Distributor. No corrections can be made after the time stated for receiving quotations.

c. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted in sealed envelopes bearing on the outside **the name of the vendor, the name and RFP number, submission due date and time.** It is the sole responsibility of the vendor to see that his/her proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any proposal submitted will be considered.

d. Distributors shall fully answer each question on the Proposal Worksheet and Distributor Questionnaire of this request for proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the above mentioned documents.

2. Withdrawal of Proposals. A distributor may withdraw a proposal by letter or in person prior to submission deadline. Proposals may not be withdrawn after June 1, 2017 at 10:00 am.

3. Award. The District reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

a. After the opening of proposals, a RFP review committee representing the District will score the proposals based on the evaluation criteria. No less than 2 and no more than 5 responsive proposers shall be invited for an interview if the District deems necessary;

b. The committee may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed proposer.

c. The District as a whole will be the sole judge of merit and not necessarily accept the lowest price

offered. Rescue Union School District will issue Intent to Award letter to the successful bidder after board approval. In the event that a second vendor is awarded as a backup, Rescue Union School District will mail Intent to Award letter to the backup distributor in the same manner.

4. Protest by Bidders. A bidder may protest a bid award if he/she believes that the award is inconsistent with Rescue Union School District (RUSD) Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the RUSD Superintendent or designee by the protest deadline. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

5. Execution of Contract. The signed contract forms submitted by the proposing Distributor become fully executable after the award of the RFP. In the event the Distributor to whom an award is made fails or refuses to execute the contract within the period provided in this section, the District may work with the backup distributor, or may reject all proposals and may issue a new Request for proposal.

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a RFP review committee of the District. Each proposal will be scored on a scale of 1 to 100 points.

1. Cost (35 points)

Bidders should complete the proposal worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited. The bidder proposing lowest cost will be assigned 35 points.

2. Customer Service & References (25 points)

Bidders should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the District in promoting school meal programs.

3. Experience and Competence (20 points)

Bidder should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the District.

4. Sustainability (20 points)

Bidder should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis. Bidder should show evidence of an integrated system to ensure food-safety and social responsibility, for example, to provide economic opportunity for residents and businesses and stimulate economic development in the local area.

Contractual Obligations if Awarded Under this RFP

1. Samples – Party may be required to submit samples of the RFP items upon request by the Nutrition Services Director. Samples are to be furnished without cost to the school district.
2. Sanitary and Quality Control Requirements –
 - a. All Products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
 - b. 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 or credit in exchange for recalled/removed product.

Required Bid Documents

Required Bid Documents Checklist

Distributors responding to this RFP must follow the format in the section of Required Bid Documents. The following must be completed and submitted with the proposal package:

1. Cover Letter (Note: Provide your own document.)	X
2. Request for Proposal Signature Page	X
3. Proposal Worksheet	X
4. Contract Agreement	Y
5. Distributor Questionnaire	X
6. Reference List (Note: Provide your own document.)	Y
7. Public Liability and Property Insurance (Note: Provide your own document.)	Y
8. Non-Collusion Declaration	Y
9. Product Recall Program (Note: Provide your own document.)	Y
10. Suspension and Debarment Certification, U.S. Department of Agriculture	Y
11. Disclosure of Lobbying Activities	X
12. Iran Contracting Act of 2010 Compliance Affidavit	X
13. Required Bid Documents Checklist (this form)	X

Completed by: _____ Title: _____

Signature: _____ Date: _____

REQUIRED BID DOCUMENTS

Submit all of the following documents with your proposal.

1. Cover Letter (three single sided pages maximum)

Include the following components in the cover letter:

- RFP number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with Rescue Union School District.
- The following statements:

"I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."

- Name and Nature of Distributor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct firm name.
 - a. Distributor name
 - b. Address
 - c. Name of contact person
 - d. Phone number
 - e. Email address
 - f. Year Distributor was established
 - g. Number of employees
 - h. Web site/Facebook page
 - i. Signature of authorized officer or person
 - j. Corporate seal (if a corporation)

2. Request for Proposal Signature Page

An authorized officer or person shall sign the proposal under the correct firm name.

3. Proposal Worksheet

No proposals shall receive consideration by the District unless responses are completed for every question in the worksheet. Prospective Distributors are encouraged to respond in detail to each of the questions listed in the worksheet.

4. Contract Agreement

The form of contract agreement, which the successful proposer, as Distributor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the proposer. Proposers are required to fill in the blank lines in the contract to complete the proposal. **No proposals shall receive consideration by the District unless this contract agreement is completely filled out and signed with the proposal.** The complete contract consists of the following documents:

The Notice to Bidders, the Instructions to Bidders, the Accepted Bid, and the Contract Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and

be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents.

Both the winning distributor and, when applicable, the backup distributor will be required to execute the signed contract agreement when the RFP is awarded. Distributors who are not awarded the RFP are not required to execute the signed contract agreement.

5. Distributor Questionnaire

Distributor shall be required to respond to each of the attached questionnaires completely to be considered, and encouraged to provide detailed responses. Provide your answers on the Distributor Questionnaire included with this RFP.

6. Reference List (one page maximum)

Please supply the contact information for (3) School District Food & Nutrition Services. List must include the following information for each contact:

- a. District name
- b. Address
- c. Contact name and telephone number

7. Public Liability and Property Insurance

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

- a. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence .
- b. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.
- c. Insurance certificate must name the District(s) as additional insured.
- d. Certificate to be submitted by vendor must be submitted prior to award.

8. Non-collusion Declaration

Distributors on this contract are required to submit a Declaration of Non-collusion with their proposal. This form is included with the proposal package and must be signed under the penalty of perjury and dated.

9. Product Recall Program

A copy of the Distributor's Product Recall Program must be submitted with this proposal.

10. Suspension and Debarment Certification, U.S. Department of Agriculture

This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered

11. Disclosure of Lobbying Activities

This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered

12. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran. For bids \$1,000,000 or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their proposal at the time of bid. Failure to do so may deem your bid non-responsive.

13. Required Bid Form Checklist

A checklist for required bid forms is included in this RFP. Complete and submit with this proposal.

Contract Agreement

CONTRACT AGREEMENT

(Paper Products RFP# 18-003)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this 31 day of May, 2017, by and between *Rescue Union School District* and

Crown Distributing.
Distributor/Contractor Name

1115 W. Sunset Blvd.
Mailing Address

Rocklin, CA 95765
City State Zip Code

Hereinafter referred to as "Distributor."

RECITALS

A. Rescue Union School District has solicited proposals for the provision of Paper Products Distribution via a Request for Proposal Number 18-003 (the "RFP"), whereby the District may agree to purchase specified products for the district's use from the successful bidder(s).

B. Provisioner are the successful bidders under such request for proposal, and the Rescue and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2017 through June 30, 2018

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the District reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing

agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the District. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the San Francisco region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. San Francisco, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Distributor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of weighted factors, performance of service and/or provision of quality products. **FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.**

The District shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the member district(s) through this purchase may be deducted from unpaid invoices or must be paid to the district(s) by the successful Distributor. Prices paid by the district(s) shall be considered the prevailing market prices at the time such purchase is made.

PRICING

The pricing proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

In the event of a decline in price, the successful Distributor is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

FUEL SURCHARGES

Absolutely **no fuel surcharges** will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be a minimum of 5 in dollar volume or 5 in case counts.

The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for El Dorado County city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy)

INFERIOR PRODUCT

The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The District's decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the District shall be notified at least 10 days in advance.

And the District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the district, and sites that are piggybacked. The "District" reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract.

ACCOUNTING

Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor.

The original invoice must be signed by the individual receiving the product and two copies are to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 30 days" are offered.

RIGHT TO AUDIT

The Distributor shall submit to third party audits and/or inspections initiated by the member district(s) during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

FORCE MAJEURE

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "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 non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Distributor shall comply with all Districts security regulations.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power

failure, fire, water damage, gas leak, etc., must be reported to the affecting district.

INSURANCE

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

e. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.

f. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.

g. Insurance certificate must name the District(s) as additional insured.

h. Certificate to be submitted by vendor must be submitted prior to award.

AFFIRMATIVE ACTION

The Distributor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District.

The Distributor, at the Distributors own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1 Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities for purposes of providing services covered by this proposal

during normal district hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the District with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

PIGGYBACK CLAUSE/OTHER DISTRICTS

For the term of the contract and any mutually agreed extensions pursuant to this request for proposal, **at the option of the Distributor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within but not limited to the California Counties of El Dorado may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 [K-12] and 20652 [Community Colleges] of the Public Contract Code. The District(s) waive their right to require such other districts and offices to draw their warrants in favor of the District(s) as provided in said Code sections. Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted

 X

Piggyback option not granted

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

In the event of any dispute between the District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

PROVISIONER:

Rescue Union School District

By: 

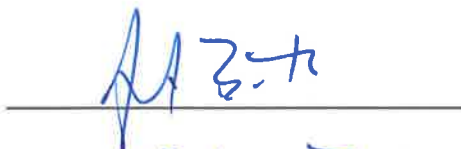
Title: Director of Food Services

Address:

2390 Bass Lake Road
Rescue, CA 95672

Phone No: (530) 672-4445

Fax No: (530) 677-4098



By: Justin Zent

Title: President

Address:

1115 W. Sunn
Hacklin CA 95765

Phone No:

Fax No:

Authorized Officers or Agents
(Corporate Seal)

Appendix

PROPOSAL WORKSHEET

Rescue Union School District

Request for Proposal # 18-003

Distributor Name: Crown

No proposals shall receive consideration by the District unless responses are completed for every question in the worksheet.

Is your firm willing to accept the award as a backup distributor when offered? Yes X No

1. Describe in detail the pricing methodology when the District purchases products not listed on the Distributor agreement. For example, manufacturer invoice cost + % markup.

Cost plus 12%.

3. Outline any discount terms or payment options available: N/A

4. Are there a minimum number of cases required per each delivery? No

If so, what is the delivery per case charge if minimums are not met? No

5. List additional charges and/or discounts (put N/A if none): No

2017-2018 Paper Bid Form

Line #	CODE	PACK	SIZE	TOTAL	DESCRIPTION	BRAND & PRODUCT CODE Currently using	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS	SPECIAL ORDERS
1		1	500		TRAY PAPER SCHOOL 5"X8"X2"	cCOOPER-915008	300				
2		4	250	1000	FOOD TRAY #100	GOLDEN WEST-FT100KB	70				
3		4	250	1000	FOOD TRAY #200	GOLDEN WEST-FT200KB	15				
4		2	250	500	FOOD TRAY #300	GOLDEN WEST-FT300KB	200				
5		2	250	500	FOOD TRAY #500	SOUTHERN-SCH 0529	200				
6		1	450	450	PAGODA PAIL W/HANDLE 16OZ.	GOLDEN WEST-16HP	10				
7		1	450	450	PAGODA PAIL NO HANDLE 16OZ.	GOLDEN WEST-16MP	10				

8	40	25	1000	CUP 10 OZ STYROFOAM	DART-10J12	6				
9	20	50	1000	CUP 8 OZ SQUAT STYROFOAM	DART-8SJ20	6				
10	20	250	5000	CUP 1 OZ SOUFFLE PAPER	GENPAK-GNP F100	3				
11	20	125	2500	CUP 1 OZ SOUFFLE PLASTIC	DART-100PC	3				
12	20	125	2500	CUP 2 OZ SOUFFLE PLASTIC	DART-200PC	14				
13	20	125	2500	CUP 4 OZ SOUFFLE PLASTIC	DART-400PC	8				
14	20	50	1000	CUP 12 OZ CLEAR PLASTIC	DART-12PX	5				
15	25	100	2500	LID PLASTIC 1 OZ	DART-PL100N	5				
16	10	100	1000	LID 20 OZ VENTED	DART-20JL	5				
17	20	125	2500	LID PLASTIC 4 OZ	DART-PL4N	8				
18	25	100	2500	LID PLASTIC 2 OZ	DART-PL2N	15				
19	10	100	1000	LID CLEAR NON-VENTED	DART-EDPCO/626TP	5				
20	6	500	3000	FOIL SHEET 9" X 10.75"	WESTERN PLASTICS-632	5				
21	6	500	3000	FOIL SHEET 12" X 10.75"	WESTERN PLASTICS-635	3				
22	12	500	6000	MENU TISSUE WAX 6"x10.75"	BOARDWALK-BWK DEL16	2				
23	10	100	1000	GLOVE LARGE VINYL POWDER FREE	POLY KING-15521	20				
24	10	100	1000	GLOVE MEDIUM VINYL POWDER FREE	POLY KING-15531	20				
25	10	100	1000	KIDS GLOVE LARGE	POLY KING-15011	1				
26	10	100	1000	KIDS GLOVE SMALL	POLY KING-15031	1				
27	10	200	2000	WIPES THERMOMETER PROBE WIPES	COOPER-915008	5				
28	1	2000	2000	BAG #3 WHITE DRY WAX 4 1/2" X 3 1/2"	BAGCRAFT-16400019NS	2				
29	1	2000	2000	Bag #8 White Dry Wax 5"x4 1/2"	BAGCRAFT-BGC 450008	2				

See
Attached

30	1	2000	2000	BAG #25 WHITE DRY WAX 6 1/2" X 1	BAGCRAFT-BGC 300422	2				
31	1		1	FOIL ALUMINUM HEAVY DUTY 18" X 500'	EL DORADO-297/286P	40				
32	1			FILM FOOD CLEAR 18" X 2000'	WESTERN PLASTICS-182	5				
33	1	1100	1100	FILM FOOD PERFORATED 15" X 15"	WESTERN PLASTICS-314	2				
34	1	250	250	TRAY CLEAR 1 COMP 8.3" X 8.3" X 3"	DART-EDPCO/C90PST1	10				
35	1	250	250	TRAY CLEAR HINGED HOAGIE 9"X5.4"	DART-EDPCO/C35UT1	12				
36	4	125	500	TRAY CLEAR HINGED 1-COMP 6" X 6" X 3"	DART-EDPCO/C25UT1	20				
37	5	1000	5000	TISSUE MENU WHITE WAX 12" X 12"	PATERSON-2202201212	2				
38	5	1000	5000	TISSUE WAX RED CHECKERED 12" X 12"	BAGCRAFT-22021213041	2				
39	20	500	10000	NAPKIN DISPENSER 7" X 13.5"	PACKER -GEN TFOLDNAPK	1				
40	1	1000	1000	SPOON MEDIUM WEIGHT BULK	BEGONIA-5270	40				
41	1	1000	1000	FORK MEDIUM WEIGHT BULK	BEGONIA-5267	1				
42	1	1000	1000	KNIFE MEDIUM WEIGHT BULK	BEGONIA-5268	1				
43	1	1000	1000	LINER PAN 16.38" X 24.38"	DANCO-2405161	12				
44	1	500	500	BAG ZIPPER LOCK QUART	BOARDWALK-BWK QUARTBAG	3				
45	1	500	500	BAG ZIPPER LOCK GALLON	BOARDWALK-BWK 1GALBAG	3				
46	1	500	500	BAG #8 BROWN	PACKER LABEL-BAG GK8500	4				

See
Attached

Submitted by: _____

Title: _____

Signature: _____

Date: _____

DISTRIBUTOR QUESTIONNAIRE

Rescue Union School District
Request for Proposal # 18-003

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.

(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)

Yes

2. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B)

3 days

3. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)

Our truck

4. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)

Yes

5. What is your procedure for notifying the customer of shortages and/or substitutes? (B)

Email

6. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)

99.5%.

9. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)

All the above, via email

10. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)

2017 Fuso
2016 Transit

2012 NPR

11. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)

Whatever the customer wants

12. What is your procedure to bring in new products for District(s)? (C)

Easily done, just request meeting w/ rep

13. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)

No

14. Will you give a District a discount if they reach a certain dollar value per drop? (A)

No ☒ Yes ☐

If yes, what does the dollar drop need to be? _____

If yes, what % discount will apply? _____. If you answered yes, this discount will apply to all drops that exceed the dollar value listed above.

15. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

30 years

16. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)

No

17. Has your firm provided economic opportunity for the El Dorado County residents and business? If so, explain. (D)

No

Firm Title Crown Signature J. Booth

Phone#: (916) 645-9124 Name (Printed) Justin Booth

Fax#: 645-9147 E-Mail address jbooth@crown-supplies

NONCOLLUSION AFFIDAVIT TO BE

EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

Justin Book
President, being first duly sworn, deposes and says that he or she is
_____ of the party making the foregoing bid that the bid is not made in the
interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or
corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly
induced or solicited any other bidder to put in 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 the 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 the 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
thereto, 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true
and correct.

6/1/17

(Date)

M. Book

(Signature)

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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.

Rescue USD
Name of School Food Authority

18-003
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Justin Book President
Printed Name Title

[Signature] 6/1/17
Signature Date

(3) DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

(4)

(5)

(6)

(7)

(8) G:SNP:DEBARMENT

(10) INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) 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 whom 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 Transactions,” without modification, in all lower tier covered transactions 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 it 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.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by ☐ any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and ☐ potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature:	Date:
(4) OR			
Name of Food Service Management or Food Service Consulting Company:			
Printed Name and Title:		Signature:	Date:
Name of School Food Authority:		Agreement Number:	

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) <i>Crown D.f</i>	Federal ID Number (or n/a) <i>47-2126194</i>
By (Authorized Signature) <i>[Signature]</i>	
Print Name and Title of Person Signing <i>Vishu Zoot</i>	Date Executed <i>6/1/17</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

2017-2018 Paper Bid Form

Crown Dist.

Line #	CODE	PACK	SIZE	TOTAL	DESCRIPTION	BRAND & PRODUCT CODE Currently using	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDE D PRICE	COMMENTS	SPECIAL ORDERS
1		1	500		TRAY PAPER SCHOOL 5"X8" X2"	cOOPER-915008	300	\$16.46		KMA582	
2		4	250	1000	FOOD TRAY #100	GOLDEN WEST-FT100KB	70	\$14.35		GTS	
3		4	250	1000	FOOD TRAY #200	GOLDEN WEST-FT200KB	15	\$16.77		GTS	
4		2	250	500	FOOD TRAY #300	GOLDEN WEST-FT300KB	200	\$13.32		GTS	
5		2	250	500	FOOD TRAY #500	SOUTHERN-SCH 0529	200	\$18.44			
6		1	450	450	PAGODA PAIL W/HANDLE 16OZ.	GOLDEN WEST-16HP	10	\$28.83			
7		1	450	450	PAGODA PAIL NO HANDLE 16OZ.	GOLDEN WEST-16MP	10	\$24.89		GTS	
8		40	25	1000	CUP 10 OZ STYROFOAM	DART-10J12	6	\$27.06			
9		20	50	1000	CUP 8 OZ SQUAT STYROFOAM	DART-8SJ20	6	\$34.29			
10		20	250	5000	CUP 1 OZ SOUFFLE PAPER	GENPAK-GNP F100	3	\$36.04			
11		20	125	2500	CUP 1 OZ SOUFFLE PLASTIC	DART-100PC	3	\$22.99			
12		20	125	2500	CUP 2 OZ SOUFFLE PLASTIC	DART-200PC	14	\$24.45		Karat	
13		20	125	2500	CUP 4 OZ SOUFFLE PLASTIC	DART-400PC	8	\$38.84		Karat	
14		20	50	1000	CUP 12 OZ CLEAR PLASTIC	DART-12PX	5	\$51.31			
15		25	100	2500	LID PLASTIC 1 OZ	DART-PL100N	5	\$18.80			

16		10	100	1000	LID 20 OZ VENTED	DART-20JL	5	\$21.69			
17		20	125	2500	LID PLASTIC 4 OZ	DART-PL4N	8	\$27.39			
18		25	100	2500	LID PLASTIC 2 OZ	DART-PL2N	15	\$21.32			
19		10	100	1000	LID CLEAR NON-VENTED	DART-EDPCO/626TP	5	\$20.68			
20		6	500	3000	FOIL SHEET 9" X 10.75"	WESTERN PLASTICS-632	5	\$33.86		GTS	
21		6	500	3000	FOIL SHEET 12" X 10.75"	WESTERN PLASTICS-635	3	\$44.14		GTS	
22		12	500	6000	MENU TISSUE WAX 6"x10.75"	BOARDWALK-BWK DEL16	2	\$47.77			
23		10	100	1000	GLOVE LARGE VINYL POWDER FREE	POLY KING-15521	20	\$22.47			
24		10	100	1000	GLOVE MEDIUM VINYL POWDER FREE	POLY KING-15531	20	\$22.47			
25		10	100	1000	KIDS GLOVE LARGE	POLY KING-15011	1	\$45.53			
26		10	100	1000	KIDS GLOVE SMALL	POLY KING-15031	1	\$45.53			
27		10	200	2000	WIPES THERMOMETER PROBE WIPES	COOPER-915008	5	\$7.67			
28		1	2000	2000	BAG #3 WHITE DRY WAX 4 1/2" X 3 1/2"	BAGCRAFT-16400019NS	2	\$8.99		Zenith	
29		1	2000	2000	Bag #8 White Dry Wax 5" x4 1/2"	BAGCRAFT-BGC 450008	2	\$12.70		Zenith	
30		1	2000	2000	BAG #25 WHITE DRY WAX 6 1/2" X 1	BAGCRAFT-BGC 300422	2	\$22.84		Zenith	
31		1		1	FOIL ALUMINUM HEAVY DUTY 18" X 500'	EL DORADO-297/286P	40	\$20.60		GTS	
32		1			FILM FOOD CLEAR 18" X 2000'	WESTERN PLASTICS-182	5	\$12.22		Hi Valu	

33		1	1100	1100	FILM FOOD PERFORATED 15" X 15"	WESTERN PLASTICS-314	2	\$25.41		14x14	
34		1	250	250	TRAY CLEAR 1 COMP 8.3" X 8.3" X 3"	DART-EDPCO/C90PST1	10	\$40.94			
35		1	250	250	TRAY CLEAR HINGED HOAGIE 9"X5.4"	DART-EDPCO/C35UT1	12	\$51.94			
36		4	125	500	TRAY CLEAR HINGED 1-COMP 6" X 6" X 3"	DART-EDPCO/C25UT1	20	\$48.10			
37		5	1000	5000	TISSUE MENU WHITE WAX 12" X 12"	PATERSON-2202201212	2	\$57.36		Brown Paper Goods	
38		5	1000	5000	TISSUE WAX RED CHECKERED 12" X 12"	BAGCRAFT-22021213041	2	\$67.67		Brown Paper Goods	
39		20	500	10000	NAPKIN DISPENSER 7" X 13.5"	PACKER -GEN TFOLDNAPK	1	\$24.94			
40		1	1000	1000	SPOON MEDIUM WEIGHT BULK	BEGONIA-5270	40	\$6.33		GTS	
41		1	1000	1000	FORK MEDIUM WEIGHT BULK	BEGONIA-5267	1	\$6.33		GTS	
42		1	1000	1000	KNIFE MEDIUM WEIGHT BULK	BEGONIA-5268	1	\$6.33		GTS	
43		1	1000	1000	LINER PAN 16.38" X 24.38"	DANCO-2405161	12	\$28.00		Paterson	
44		1	500	500	BAG ZIPPER LOCK QUART	BOARDWALK-BWK QUARTBAG	3	\$16.81			
45		1	500	500	BAG ZIPPER LOCK GALLON	BOARDWALK-BWK 1GALBAG	3	\$16.73			
46		1	500	500	BAG #8 BROWN	PACKER LABEL-BAG GK8500	4	\$10.69			

ITEM #: 37
DATE: June 13, 2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: 2017-18 RFP 18-004 Frozen Yogurt

BACKGROUND:

Food Service procurement process to obtain pricing for the 17-18 school year for Frozen Yogurt Products

STATUS:

The award for Food Services Frozen Yogurt for the 17-18 school year has been awarded to Big Spoon Yogurt

FISCAL IMPACT:

It is the intent of the District Food Service Department to award contracts based on price and responsible bidders. Fiscal Impact would be to acquire the best service for the best price.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

The District recommends approval of the Food Service RFP 18-004 Frozen Yogurt Bid to Big Spoon Yogurt

Request for Proposal # 18-004

Big West Distribution

Po Box 4348

El Dorado Hills, Ca 95762

www.bigwestdistribution.com

Big West Distribution has been distributing Big Spoon nonfat prepackaged frozen yogurt/sorbet cups for the last eight years. All of our products that we sell are smart snack compliant as well as compliant for the menu. Not only is our yogurt/sorbet delicious but also nutritious. We are not just looking to sell frozen yogurt/sorbet to Rescue USD but to build a partnership that is long lasting for years to come.

Big West Distribution was established in 2009, we currently have 10 employees.

"I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted"



Signature

Keith Sansone
Print

V.P of Sales
Title

Keith Sansone
Carmen Reed

916-690-3497
916-847-0734

keith@bigwestdistribution.com
Carmen@bigspoonnyogurt.com

*Rec'd
6/8/17
9:24am*

Rescue Union School District
2390 Bass Lake Road, Rescue, CA 95672
Frozen Yogurt, Request for Proposal # 18-004
Submit RFP by June 8, 2017 at 10:00 am

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of Frozen Yogurt for Rescue Union School District. Before bidding, please read the **Instructions, Required Bid Documents, and Contract Agreement** and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the Rescue Union School District, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

If further clarification is needed, call Kim Andreasen at Rescue Union School District 530-672-4445 or email at kandreasen@rescueusd.org

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: 

Printed Name of Signor above: Keith Scorsone

Title: V. p. of Sales

Date: 6/6/2017

Company Name: Big West Distribution

Mailing Address: PO Box 4344

City: El Dorado Hills

State: CA

Zip Code: 95762

Phone Number: (916) 231-0395

Fax Number: (916) 231-0397

Email Address: Keith@bigwestdistribution.com

PROPOSAL WORKSHEET

Rescue Union School District
Request for Proposal # 18-004

Distributor Name: Big West Distribution

No proposals shall receive consideration by the District unless responses are completed for every question in the worksheet.

Is your firm willing to accept the award as a backup distributor when offered? Yes X No

1. Describe in detail the pricing methodology when the District purchases products not listed on the Distributor agreement. For example, manufacturer invoice cost + % markup.

N/A

3. Outline any discount terms or payment options available: none

4. Are there a minimum number of cases required per each delivery? 6

If so, what is the delivery per case charge if minimums are not met? none

5. List additional charges and/or discounts (put N/A if none): N/A

2017-2018 Frozen Yogurt

Item #	Rescue Estimated Annual Quantity	Unit	Pack	Description	Price Per unit	Comments
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Must meet Smart Snack Compliant Rules

Y1		83 g	72	Indiv. Frozen yogurt	\$.42			
Y2		83 g	72	Indiv. Frozen sorbet	\$.42			
Y3		133g	24	Indiv. Frozen yogurt	\$.9792			

Submitted by: Keith Sansone

Title: V.P. Of Sales

Signature: 

Date: 6/6/2017

Contract Agreement

CONTRACT AGREEMENT

(Frozen Yogurt Bid RFP# 18-004)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this June day of 6, 2017, by and between *Rescue Union School District* and

Big West Distribution
Distributor/Contractor Name

PO Box 4348
Mailing Address

El Dorado Hills CA 95762
City State Zip Code

Hereinafter referred to as "Distributor."

RECITALS

A. Rescue Union School District has solicited proposals for the provision of Fresh Produce Distribution via a Request for Proposal Number 18-004 (the "RFP"), whereby the District may agree to purchase specified products for the district's use from the successful bidder(s).

B. Provisioner are the successful bidders under such request for proposal, and the Rescue and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2017 through June 30, 2018

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the District reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing

agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the District. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the San Francisco region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. San Francisco, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful Distributor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of weighted factors, performance of service and/or provision of quality products. **FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.**

The District shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the member district(s) through this purchase may be deducted from unpaid invoices or must be paid to the district(s) by the successful Distributor. Prices paid by the district(s) shall be considered the prevailing market prices at the time such purchase is made.

PRICING

The pricing proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

In the event of a decline in price, the successful Distributor is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

FUEL SURCHARGES

Absolutely **no fuel surcharges** will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be a minimum of \$ 141.00 in dollar volume or 6 in case counts.

The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for El Dorado County city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery.

Distributor shall follow appropriate handling and storage practices; this will include providing proof of

established sanitation procedures and an active pest control program to assure proper information.

In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy)

INFERIOR PRODUCT

The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The District's decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the District, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Distributor shall notify the District whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District member district's Food Services Department.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been

received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the District shall be notified at least 10 days in advance.

And the District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the district, and sites that are piggybacked. The individual member districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract.

ACCOUNTING

Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor.

The original invoice must be signed by the individual receiving the product and two copies are to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are

due and payable within 30 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 30 days" are offered.

RIGHT TO AUDIT

The Distributor shall submit to third party audits and/or inspections initiated by the member district(s) during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

FORCE MAJEURE

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "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 non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Distributor shall comply with all Districts security regulations.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district.

INSURANCE

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District(s) from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

e. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.

f. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$2,000,000 per occurrence.

g. Insurance certificate must name the District(s) as additional insured.

h. Certificate to be submitted by vendor must be submitted prior to award.

AFFIRMATIVE ACTION

The Distributor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

In the event of any dispute between the District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

PROVISIONER:

Rescue Union School District

By: 

Title: Director of Food Services

Address:

2390 Bass Lake Road
Rescue, CA 95672

Phone No: (530) 672-4445

Fax No: (530) 677-4098

Big West Distribution

By: Keith Sansone

Title: V.P. of Sales

Address:

PO Box 4348
El Dorado Hills, CA 95707

Phone No: (916) 231-0395

Fax No: (916) 231-0397

Authorized Officers or Agents
(Corporate Seal)

DISTRIBUTOR QUESTIONNAIRE

Rescue Union School District Request for Proposal # 18-004

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed. (Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B) Yes, your delivery days we made on Friday mornings.
2. What is the lead-time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B) No, unfortunately, there is no online ordering process at this time. The lead-time that we require is one day in advance to their delivery day.
3. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B) In case of emergency delivery required. Contact is with your order; we will be able to get it out to you as soon as possible.
4. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B) You can add onto your order up to 3 PM the day before your delivery day. There is no limit other cases that can be added on.
5. What is your procedure for notifying the customer of shortages and/or substitutes? (B) If there're any shortages or substitutions to made your order. You'll be contact by phone, as soon as we are aware of them.
6. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)
9. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C) We offer reporting on usage for each flavor that you're using as well as location and what they're using. You can acquire the reports via email.
10. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration and freezer units on these delivery vehicles. Please describe your vehicle preventative maintenance program. (C)

In our fleet, we have a white 2014 international Durastar, with a 550 super Carrier freezer unit on it. We also have a white 2011 for transit with a Thermo King V250 on it. Our preventative measures are that our drivers are required to do a quick inspection of the vehicles before they go out on route. They also do an extensive inspection of all of our vehicles every 2500 miles to ensure proper working order.

11. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B) All of our drivers are instructed to deliver the product into their freezers and upon request they are to stack the product in the freezer where the kitchen staff has attracted them.

12. What is your procedure to bring in new products for District(s)? (C) N/A

13. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A) No, we do not offer discounts on early payments.

14. Will you give a District a discount if they reach a certain dollar value per drop? (A)
No ☒ Yes ☐

If yes, what does the dollar drop need to be? _____

If yes, what % discount will apply? _____. If you answered yes, this discount will apply to all drops that exceed the dollar value listed above.

15. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D) We have been distributing to the unified school district for eight years. Our company's financial stability is strong.

16. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D) No.

17. Has your firm provided economic opportunity for the El Dorado County residents and business? If so, explain. (D)

Firm Title V. P. of Sales

Signature 

Phone# (916) 231-0395

Name (Printed) Keith Sansone

Fax# (916) 231-0397

E-Mail address Keith@bigwestdistribution.com

Reference: List:

Folsom Cordova USD Food Services
1965 Birkmont Drive
Rancho Cordova, Ca 95742

Joye McKetty
916-294-9000 ext 102270

Woodland USD Food Services
902 College St.
Woodland, Ca 95695

Spencer Springer
(530) 406-5955

Lodi USD Food Services
1305 E. Vine St
Lodi, Ca 95240

Brenda Eckart
209-331-7156



BIGSPOO-01

PATRA01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2017

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 License # 0305584
Morris & Garritano Insurance Agency, Inc.
PO Drawer 1189
San Luis Obispo, CA 93406

CONTACT NAME: Jessica Nolan

PHONE (A/C, No, Ext): (805) 543-6887 311

FAX (A/C, No): (805) 543-3064

E-MAIL ADDRESS: jnolan@morrisgarritano.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United Fire & Casualty Company

13021

INSURER B: American International Group, Inc.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Big Spoon Yogurt, Inc. Big West Distribution, Inc.
PO Box 4348
El Dorado, CA 95762

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			60476981	05/14/2017	05/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60476981	05/14/2017	05/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input 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"/> RETENTION \$ 0			EBU061180947	05/14/2017	05/14/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Proof of Insurance.

CERTIFICATE HOLDER

CANCELLATION

For Information Only

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

AUTHORIZED REPRESENTATIVE

NONCOLLUSION AFFIDAVIT TO BE

EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

Keith Sansone

, being first duly sworn, deposes and says that he or she is

Big West Distribution of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in 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 the 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 the 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 thereto, 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6/6/2017

(Date)

Keith Sansone

(Signature)

HACCP Plan Form

Firm Name: Big West Distribution Firm Address: 1275 Triangle ct, West Sacramento, Ca 95605						Product Description: Yogurt production Method of Storage and Distribution: Freezer/ temperature controlled truck Intended Use and Consumer: General Public			
(1) Critical Control Point	(2) Significant Hazards	(3) Critical Limits for each Preventive Measure	Monitoring				(8) Corrective Actions	(9) Verification	(10) Records
			(4) What	(5) How	(6) Frequency	(7) Who			
Print Labels									
Pull product	Temperature	Store between 32 and 42 degrees	Temperature	Thermometer	Per shift	Production associate/manager	Return to cooler if not using	Daily log review	Temperature logs
Fill/freeze machine	Cross contamination	One side will be covered while other side is being filled	Production procedures	Visual	Every flavor change	Production associates	Put cover on if not being used	Visually verified	Production procedures
Log product	Product not being logged	Flavors must be logged for possible recall	Log each flavor	Manual	Every flavor change	Production associates	Flavor will be added to the log	Employee cross check	Production Log
Pour Sample Cup	Sample being compromised	Store in freezer at) degrees	Temperature	Thermometer	Per flavor	Production associates	Put sample in freezer/ make new sample cup	Check sample box on log	Production log
Pack Yogurt	Temperature	Store at 0 degrees	Temperature	Thermometer	Per shift	Production associate	Put yogurt in the freezer	Employee cross check	Production Procedures
Store in production room freezer	Temperature	Store between 10 and 0 degrees	Temperature	Thermometer	Per shift	Production/warehouse associates	If not up to temp take to large freezer	Daily log review	Temperature Logs
Move to large freezer	Temperature	Store at 0 degrees	Temperature	Thermometer	Per shift	Production associates	Move to freezer	Employee cross check	Production procedures
Store	Temperature	Hold at 0 degrees	Temperature	Thermometer	Per shift	Production /warehouse	Call repair	Daily log review	Temperature Log

Print Labels									
Pull product	Temperature	Store between 32 and 42 degrees	Temperature	Thermometer	Per shift	Production associate/manager	Return to cooler if not using	Daily log review	Temperature logs
Fill/freeze machine	Cross contamination	One side will be covered while other side is being filled	Production procedures	Visual	Every flavor change	Production associates	Put cover on if not being used	Visually verified	Production procedures
Log product	Product not being logged	Flavors must be logged for possible recall	Log each flavor	Manual	Every flavor change	Production associates	Flavor will be added to the log	Employee cross check	Production Log
Pour Sample Cup	Sample being compromised	Store in freezer at) degrees	Temperature	Thermometer	Per flavor	Production associates	Put sample in freezer/ make new sample cup	Check sample box on log	Production log
Pack Yogurt	Temperature	Store at 0 degrees	Temperature	Thermometer	Per shift	Production associate	Put yogurt in the freezer	Employee cross check	Production Procedures
Store in production room freezer	Temperature	Store between 10 and 0 degrees	Temperature	Thermometer	Per shift	Production/warehouse associates	If not up to temp take to large freezer	Daily log review	Temperature Logs
Move to large freezer	Temperature	Store at 0 degrees	Temperature	Thermometer	Per shift	Production associates	Move to freezer	Employee cross check	Production procedures

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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.

Big West Distribution
Name of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Keith Salsone V. P. of Sales 1888
Printed Name Title Signature Date

(3) DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

(4)

(5)

(6)

(7)

(8) G:SNP:DEBARMENT

Agreement Number

(10) INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) 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 whom 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 Transactions," without modification, in all lower tier covered transactions 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 it 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.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted **ANNUALLY** by ☒ any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and ☐ potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature:	Date:
(4) OR			
Name of Food Service Management or Food Service Consulting Company:			
Printed Name and Title:		Signature:	Date:
Name of School Food Authority:		Agreement Number:	

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

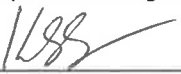
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
Big West Distribution	27-2409986
By (Authorized Signature)	
	
Print Name and Title of Person Signing	Date Executed
Keith Sansone	6/6/2017

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.


Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

Required Bid Documents Checklist

Distributors responding to this RFP must follow the format in the section of Required Bid Documents. The following must be completed and submitted with the proposal package:

1. Cover Letter (Note: Provide your own document.)	✓
2. Request for Proposal Signature Page	✓
3. Proposal Worksheet	✓
4. Contract Agreement	✓
5. Distributor Questionnaire	
6. Reference List (Note: Provide your own document.)	✓
7. Public Liability and Property Insurance (Note: Provide your own document.)	✓
8. Non-Collusion Declaration	✓
9. Hazard Analysis Critical Control Point Plan (Note: Provide your own document.)	✓
10. Food Security and Safety Program (Note: Provide your own document.)	✓
12. Product Recall Program (Note: Provide your own document.)	✓
12. Suspension and Debarment Certification, U.S. Department of Agriculture	✓
13. Disclosure of Lobbying Activities	✓
14. Iran Contracting Act of 2010 Compliance Affidavit	✓
15. Required Bid Documents Checklist (this form)	

Completed by: Keith Sansone Title: V.P. of Sales

Signature:  Date: 6/6/2017

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Medi-Cal Administrative Claiming Agreement

BACKGROUND:

The MAA program allows school districts and county offices to be reimbursed federal dollars for costs incurred while performing certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. Employees from Local Educational Consortiums are selected randomly to create a viable sample pool of moments each quarter, and then a claim is submitted based on this information

STATUS:

Rescue Union School District currently contracts with Region 3, Local Education Consortium (LEC) Sutter County Superintendent of Schools to:

- Assess the SMAA program to ensure appropriate participation
- Provide technical assistance training to staff
- Oversee the time survey process
- Submit detailed quarterly invoices to the Department of Health Care Services (DHCS) on behalf of the district
- Review the Operation Plan for quality assurance and compliance
- Offer customer support, both program and fiscal
- Monitor compliance with all federal, state and DHCS program requirements

FISCAL IMPACT:

N/A

BOARD GOAL:

Board Focus Goal II– FISCAL ACCOUNTABILITY

Keep the district fiscally solvent through prudent LCAP aligned budget process in order to meet the needs of our students.

RECOMMENDATION:

District Administration recommends the Board of Trustees approve the Medi-Cal Administrative Claiming Agreement.

Sutter County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2017, by and between the **Rescue Union School District**, (hereinafter referred to as "local educational agency" or "LEA") having an address at 2390 Bass Lake Road, Rescue, CA 95672 and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as "LEC") having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to individually, the "Party" and collectively, the "Parties").

RECITALS

- A. The Department of Health Care Services ("DHCS") is the single State agency responsible for administering the California Medical Assistance Program ("Medi-Cal") and the School-based Medi-Cal Administrative Activities Program ("SMAA") for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance ("CFDA") number for this federal program is 93.778, Medical Assistance Program ("Medi-Cal").
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association ("CCSESA") LEC Region 3.
- C. LEC has entered into that certain Agreement (Contract # 16-93196) with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2016, and effective through June 30, 2018.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities ("MAA") services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 3 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to "CCSC") to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - Region 3 (Sutter County Superintendent of Schools)
 - Region 4 (Contra Costa County Office of Education)
 - Region 5 (Santa Cruz County Office of Education)
 - Region 6 (Stanislaus County Office of Education)

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

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

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

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1st, 2017 for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2017.

This Agreement shall automatically renew for additional periods of twelve (12) months unless one Party has provided written notice of cancellation to the other Party not less than ninety (90) days prior to the renewal date.

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

2. OPERATING PROCEDURES/SERVICES PROVIDED

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

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

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

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

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

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

3. FEE SCHEDULE

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

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

4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

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

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

5. CONFIDENTIALITY OF DATA

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

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

6. INPUT DATA

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

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

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

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

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

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

9. WORKERS' COMPENSATION

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

10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable (Code 1).

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

12. GENERAL

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

- H. DEFINITIONS OF SUBRECIPIENTS AND VENDORS – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.
- I. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

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

14. WARRANTY LIMITATION

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

15. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of June 13, 2017 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

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

LEA: SCHOOL DISTRICT

LEC: SUTTER COUNTY
SUPERINTENDENT OF SCHOOLS

By:

201. el

By:

Name:

Sid Albaugh

Name:

Dr. Baljinder Dhillon

Title:

Assistant Superintendent

Title:

Superintendent

Date:

May 24, 2017

Date:

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

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

13.	LEA/LEC to certify Coding Report	✓	✓
14.	Offer support both programmatically and fiscally	✓	
15.	Supply RMTS results for invoice process	✓	
16.	Generate/provide LEA Medi-Cal percentage (tape match)	✓	
17.	Provide fiscal training, materials and forms	✓	
18.	Review and provide all fiscal data necessary to process RMTS invoice	✓	✓
19.	Review LEA fiscal data and prepare invoice for reimbursement	✓	
20.	Prepare and submit invoice to DHCS for payment	✓	
21.	Process DHCS invoice reimbursements send reimbursement payments to LEAs	✓	

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors incorporated into the contract between Sutter County Superintendent of Schools and Department of Health Care Services.

Definitions

A. The following definitions are applicable to this Contract.

- 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
- 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
- 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
- 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
- 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.
 - A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.

EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

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

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

This section is referenced in Section 13.

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Employment Agreement for District Superintendent

BACKGROUND:

With the retirement of current Superintendent David Swart, the Board worked with search firm Hazard, Young, Attea and Associates, (HYA) to conduct a search for superintendent. Input from stakeholder meetings, interviews, community forums and an online survey were used to determine the attributes and characteristics necessary for superintendent applicants. The diverse pool of candidates included individuals who currently serve as superintendents, assistant superintendents and other positions of school administration. The confidential search process chosen by the Board encouraged a broader array of applicants who might otherwise have been hesitant to publicly announce their candidacy.

STATUS:

After an extensive vetting process by HYA, and interviews with top candidates the Board reached an agreement for employment with Cheryl Olson to become the Superintendent for Rescue Union School District beginning July 1, 2017.

FISCAL IMPACT:

Fiscal impact will be reflected in the 2017-2018 budget.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

RECOMMENDATION:

The Board approve the Employment Agreement with Cheryl Olson for District Superintendent during a regularly scheduled meeting of the Board of Trustees.

RESCUE UNION SCHOOL DISTRICT

Superintendent's Contract

This Employment Contract ("Contract") is by and between Cheryl Olson ("Superintendent") and the Governing Board ("Board") of the Rescue Union School District ("District").

The Board offers, and Superintendent accepts, with valuable consideration exchanged, employment as District Superintendent pursuant to the following terms and conditions.

Contract Term

1. Board employs Superintendent for a term of three years, commencing on July 1, 2017 and ending on June 30, 2020, unless such employment is terminated earlier pursuant to the provisions of this Contract or extended as otherwise provided herein or by law. An amendment for the extension of the term of this Agreement shall be considered by the Board at a regularly scheduled Board meeting following a satisfactory evaluation.

Work Year and Hours of Work

2. Superintendent shall render 224 work days of full and regular service to District with the exception of District-approved holidays, and approved leaves as set forth in the Contract. It is understood that the demands of the position of Superintendent will require more than eight (8) hours a day and/or forty (40) hours per workweek. Superintendent is not entitled to receive overtime compensation.

Compensation

3. Superintendent is employed as a full-time employee of District with an annual salary of One Hundred Eighty Thousand Dollars (\$180,000.00). The annual salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service.

4. Superintendent shall receive a two (2) percent salary increase annually beginning July 1, 2018 and each year thereafter. The annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Contract shall not constitute the creation of a new contract or extend the termination date of the Contract.

5. The Board agrees to reimburse the Superintendent an amount not to exceed Five Thousand Dollars (\$5,000) for one-time moving and relocation expenses.

Benefits

Medical, Dental and Vision Insurance

6. During his/her employment under the Contract, Superintendent may select any medical, dental, and vision plan available to other certificated management employees within District. Superintendent shall be responsible for any employee contribution of the plan selected.

Retirement Contribution

7. Superintendent is responsible for his or her share of contributions to CalSTRS.

Reimbursement for work related expenses outside of El Dorado County and Sacramento County

8. Superintendent shall be reimbursed for all ordinary and necessary expenses in conducting District Business. District shall reimburse Superintendent for all documented ordinary and necessary expenses outside of El Dorado and Sacramento Counties, incurred relative to employment as Superintendent. The Board may, at any time for any reason, instruct the Superintendent to reduce or stop such reimbursable activity; however, Superintendent will be reimbursed for expenditures made before the Board's decision.

Professional Development and Dues

9. It is expected that Superintendent will participate in professional and community organizations in a manner consistent with his or her employment duties and Board policies.

10. District will therefore pay Superintendent's annual dues to the Association of California School Administrators (ACSA), as well as to any other professional or community organization approved by the Board. The Board retains the right to modify or discontinue payment of dues at any time should the Board determine such membership is not beneficial to the District.

Technology Devices

11. At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home Internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

12. All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use

District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

13. When Technology Devices are provided by District, Superintendent may conduct District business on devices that are not provided or owned by District.

14. Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which he or she has conducted any District business, regardless of whether the device is provided by District pursuant to the Contract. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

Leaves

Illness Leave

15. Superintendent shall accrue 1 day of sick leave each month of employment, for a possible total of 12 days of sick leave each contract year.

16. Accrued unused illness leave shall not be compensable upon separation.

Personal and other leaves

17. Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves provided to District's certificated management employees.

Duties and Responsibilities

18. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent shall be the Chief Executive Officer of District.

19. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate his or her duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.

20. Subject to the approval of the Board, Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his or her duties, Superintendent shall

provide educational leadership to District and make student learning and student success his or her highest priorities.

21. Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

22. Superintendent shall evaluate or cause to be evaluated all employees of the District as provided by California law and Board policy.

23. Superintendent shall establish and maintain positive community, staff, and Board relations.

24. Superintendent shall attend every Board meeting and Board committee meeting unless excused by the Board President.

25. Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.

26. Superintendent shall have primary responsibility for the execution of Board policies, although Board retains responsibility for the formulation of Board policies.

27. As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.

28. Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.

29. Superintendent shall provide leadership and direction in negotiations with all labor groups.

30. Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-re-election, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.

31. As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications.

32. Superintendent shall have other duties properly delegated to him or her by Board policies or by other actions of the Board.

External Relation Duties

33. Superintendent shall represent District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results.

34. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.

35. Superintendent shall regularly report to Board on all external relations activities.

Requirements

Medical Exam

36. In light of the unique nature of the professional duties of Superintendent, Superintendent shall receive, at district expense, a complete medical examination prior to February 15 of each Contract Year if required by the Board. A licensed physician selected by Superintendent shall conduct the examination. The written statement, which shall be provided to Board, shall be limited to the physician's determination of the continued fitness of Superintendent to perform the duties required under the Contract, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Superintendent to submit to a fitness for duty exam at any time, or as otherwise permitted by law.

Driver's License

37. Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

Evaluation

38. Board shall evaluate Superintendent in each year.

39. Prior to September 1 of each year, the Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Contract, Board's strategic planning priorities and any other criteria chosen by

Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by Superintendent. The Board will provide the Superintendent with an Evaluation instrument.

40. Prior to May 31 of each year, Superintendent shall provide Board with an annual report regarding the state of the District and shall also make a presentation based on the report at a regularly scheduled Board meeting.

41. Prior to June 1 of each year, Superintendent shall present Board with a written self-evaluation. The self-evaluation shall mirror the form of the Evaluation instrument.

42. Prior to June 30 of each year, and after receiving Superintendent's state of the District report and self-evaluation, each of the following shall occur:

- Each Board member shall individually complete the Evaluation instrument;
- Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
- Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.

43. The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent.

44. Failure of Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with this Contract.

Contract Renewal or Extension

45. There shall be no renewal or extension of the Contract. Should Board desire Superintendent to continue as Superintendent beyond the term of the Contract, the Parties shall negotiate and execute a new contract.

Contract Non-Renewal

Notice

46. Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, Board shall give written notice of the decision to Superintendent, at least sixty (60) days prior to the end of the Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031.

Superintendent's Duty to Notify Board

47. Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Contract, Superintendent shall, in writing, remind each Board member of Board's obligation to give written notice pursuant to the terms of this Contract. Failure by Superintendent to provide notice to Board shall invalidate the notice requirement.

Termination for Cause

48. Notwithstanding any other provision of the Contract, Superintendent may be terminated for cause prior to the expiration of the Contract, for any of the following:

- The occurrence of any event which would justify revocation of a credential as set forth in Education Code § 44420 et seq.
- The occurrence of any event which would justify dismissal of a tenured certificated employee as set forth in Education Code § 44932, et seq.
- Neglect of Duty
- Failure of Superintendent to perform his or her duties
- Material breach of the Contract
- Superintendent interviews for any other position during the term of the Contract and he or she fails to notify Board President within three days of the interview
- Any other legally permissible reason

49. Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. Superintendent acknowledges that he or she is District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.

50. Prior to terminating Superintendent for cause, Superintendent shall be afforded the protection of procedural due process. The Board shall give Superintendent thirty (30) days written notice of its intention to terminate him or her for cause. Such written notice shall include a statement of the specific acts or omissions, which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and an attorney may accompany either party. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.

51. Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further benefit under the Contract.

52. A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

Termination without Cause

53. Notwithstanding any other provision of the Contract, Board shall have the sole right to terminate Superintendent without cause at any time before its normal expiration. If Board terminates Superintendent without cause before its normal expiration, it shall pay to Superintendent his or her base salary and medical/dental/vision and other benefits provided by the Contract for either four (4) months or the number of months remaining on the Contract, whichever is less.

Termination by Mutual Consent

54. Notwithstanding any other provision of the Contract, Board and Superintendent may, by mutual consent, terminate the Contract before its expiration. The Superintendent may also terminate her obligations under this Agreement by giving the District at least sixty (60) days written notice.

55. If the Contract is mutually terminated, the maximum cash settlement that Superintendent may receive shall either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Contract

or (ii) an amount equal to the monthly salary of Superintendent multiplied by four (4) months, whichever is less. However, should the District believe, and subsequently confirm by independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then no cash or noncash settlement will be paid, pursuant to Government Code § 53260.

Termination by Death

56. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

Liability for Taxes

57. Notwithstanding any other provision of the Contract, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

Superintendent Indemnification

58. District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies.

59. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him or her in his or her personal capacity or in his or her official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his or her employment with District.

60. In no event will any individual Board member be personally liable for indemnifying Superintendent.

General Provisions

Full and Complete Contract

61. The Contract is the full and complete contract between the Parties. It can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval.

Entire Contract

62. The Contract contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and Superintendent.

Applicable Laws

63. Except as modified pursuant to Paragraphs 59, 60, and 69 or by another express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

Construction

64. The Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

Delivery of Notices

65. All notices permitted or required under the Contract shall be given to Superintendent at the following address: _____

66. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Headings

67. The headings of sections of the Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Contract.

Attorney's Fees

68. In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

Severability

69. If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.

AB 1344

70. Any salary or paid leave salary provided the Superintendent pending an investigation shall be fully reimbursed if the Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243 and 53243.4.

Any funds for the legal criminal defense of the Superintendent provided by the District shall be fully reimbursed to the District if the Superintendent is convicted of an abuse of his office or position, as set forth in Government Code sections 53243.1 and 53243.4.

Regardless of the term of this Contract, if this Contract is terminated, any cash settlement related to the termination that the Superintendent receives from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4.

Governing Law and Venue

71. The Contract, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving El Dorado County, State of California.

No Assignment

72. Superintendent may not assign or transfer any rights granted or obligations assumed in the Contract.

Conflict with Board Policies

73. In the event of a conflict between the terms of the Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Contract shall prevail.

IN WITNESS, we affix our signatures to the Contract as the full and complete understanding of the relationships between the parties.

On Behalf of the GOVERNING BOARD OF THE RESCUE UNION SCHOOL DISTRICT:

Nancy S. Brownell
Nancy S. Brownell Board President Signature, Board President Date 5/25/17

I, Cheryl Olson, accept Board's offer of employment and agree to comply with the Contract and fulfill all of the duties required herein as Superintendent of the Rescue Union School District.

Cheryl Olson
Signature, Superintendent Date 5/25/17

May 2017
00643-00001/3906872.1



GREEN VALLEY ELEMENTARY SCHOOL

"Home of the Gators"

Michelle Winberg

Principal

AT GREEN VALLEY SCHOOL, OUR STUDENTS COME FIRST.
WE REMAIN DEDICATED TO THE IDEA THAT WITHIN EACH CHILD LIES A TRUE PASSION FOR LEARNING AND AN ABILITY TO DEVELOP
THE ACADEMIC AND SOCIAL COMPETENCES NEEDED FOR A HIGHLY SUCCESSFUL FUTURE.

May 18, 2017

Mr. & Mrs. Daniel Anzini
7022 Cinnamon Teal Way
El Dorado Hills, CA 95762

Dear Daniel:

On behalf of Green Valley School, I would like to thank you for the donation of \$138.48 through the Wells Fargo Community Support Campaign and Educational Matching Gifts Program. We will be using these funds to purchase student supplies

Your continued support of our students at staff at Green Valley School is greatly appreciated.

Sincerely,

Michelle Winberg
Principal



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May 19, 2017

Intel Volunteer Grant Program
P.O. Box 7067
Princeton, NJ 08543-7067

To Whom It May Concern:

On behalf of Green Valley School, I would like to thank Intel for the donation of \$14,575. This donation is the result of Intel's employees donating many hours of volunteer time with the students at Green Valley School.

We appreciate your program and recognize the rewards that our school receives from the many Intel employees that volunteer in our classrooms. The monies will be used for teacher training on the Next Generation Science Standards as well as science and technology based field trips.

Again, thank you for your continued support to the students and staff at Green Valley School.

Sincerely,

Michelle Winberg
Principal



GREEN VALLEY ELEMENTARY SCHOOL

"Home of the Gators"

Michelle Winberg

Principal

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June 5, 2017

Tutoring Rocks
893 Embarcadero Drive Suite 103
El Dorado Hills, Ca 95762

Dear Sir:

We would like to thank you for the wonderful school supplies that you sent Green Valley School. The erasers, sharpies, paper, markers will add to our yearly school supplies and the information about your K-5 Tutoring Program will be shared.

Green Valley looks forward to a productive academic 2017-2018 school year and recognizes and appreciates community donated assistance.

Sincerely,

Michelle Winberg
Principal