

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Marysville Joint Unified School District
Facilities Construction Management Dept.
1919 B Street
Marysville, CA 95901

NOTICE OF COMPLETION

NOTICE is hereby given, that **Gay Todd**, the undersigned and agent to the **Marysville Joint Unified School District**, situated in the County of Yuba, State of California, described as follows and to wit:

New Play Areas
P13-00480 - Job 8112

Cedar Lane Elementary School – 841 Cedar Lane, Marysville, CA 95901

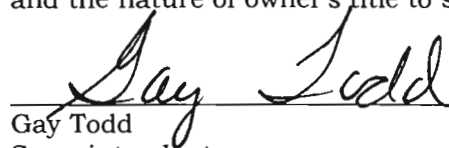
That Marysville Joint Unified School District, owner of said land, did on the **12th day of July 2012**, entered into a contract with **United Building Contractors, Inc. for all work related to new shade and play structures and related sitework to the above site** upon the land above described;

That on the **7th day of May 2013**, the said contract or work or improvements, as a whole, **was actually completed** by the said **United Building Contractors, Inc, 275 Fairchild Avenue, Suite 106 Chico, CA. 95973:**

That the name and address of all the owner's of said property are as follows:

Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
County of Yuba, State of California

and the nature of owner's title to said property is fee simple.

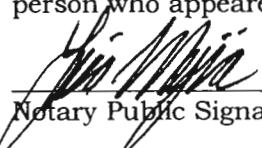


Gay Todd
Superintendent

State of California

County of **YUBA**

Subscribed and sworn to (or affirmed) before me on this **3rd** day of **June** 20**13**, by **Gay Todd**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Notary Public Signature



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Marysville Joint Unified School District
Facilities Construction Management Dept.
1919 B Street
Marysville, CA 95901

NOTICE OF COMPLETION

NOTICE is hereby given, that **Gay Todd**, the undersigned and agent to the **Marysville Joint Unified School District**, situated in the County of Yuba, State of California, described as follows and to wit:

Site Improvements
P11-04587 - Job 8057

Johnson Park Elementary School – 4364 Lever Avenue, Olivehurst, CA 95961

That Marysville Joint Unified School District, owner of said land, did on the **16th day of June 2011**, entered into a contract with **BRCO Constructors, Inc. for all work related to new parking, refinish existing parking lot, refurbish play field and related sitework to the above site** upon the land above described;

That on the **27th day of June 2012**, the said contract or work or improvements, as a whole, was actually completed by the said **BRCO Constructors, Inc., PO Box 367, Loomis, CA 95650:**

That the name and address of all the owner's of said property are as follows:

Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
County of Yuba, State of California

and the nature of owner's title to said property is fee simple.




Gay Todd

Superintendent

State of California

County of **YUBA**

Subscribed and sworn to (or affirmed) before me on this 28th day of May 2013, by **Gay Todd**, proved to me on the basis of satisfactory evidence to be the person, who appeared before me.



Notary Public Signature



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Marysville Joint Unified School District
Facilities Construction Management Dept.
1919 B Street
Marysville, CA 95901

NOTICE OF COMPLETION

NOTICE is hereby given, that **Gay Todd**, the undersigned and agent to the **Marysville Joint Unified School District**, situated in the County of Yuba, State of California, described as follows and to wit:

New Classroom Building
P11-04588 - Job 8056

Johnson Park Elementary School – 4364 Lever Avenue, Olivehurst, CA 95961

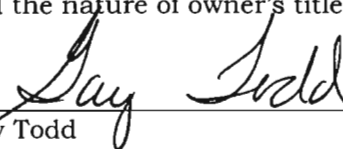
That Marysville Joint Unified School District, owner of said land, did on the **16th day of June 2011**, entered into a contract with **BRCO Constructors, Inc. for all work related to new classroom building and related sitework to the above site** upon the land above described;

That on the **27th day of June 2012**, the said contract or work or improvements, as a whole, was actually completed by the said **BRCO Constructors, Inc., PO Box 367, Loomis, CA 95650:**

That the name and address of all the owner's of said property are as follows:

Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
County of Yuba, State of California

and the nature of owner's title to said property is fee simple.

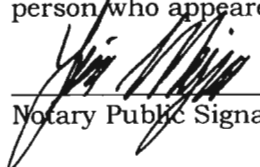


Gay Todd
Superintendent

State of California

County of **YUBA**

Subscribed and sworn to (or affirmed) before me on this 28th day of May 2013, by **Gay Todd**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Notary Public Signature



FIRE SPRINKLER & PUMP SERVICE RFP #14-1011 ABSTRACT OF QUOTE		VENDOR	National Fire Systems, Inc.
		Voltage Specialists (Paradise)	(Sacramento)
ITEM	DESCRIPTION	PRICE	PRICE
1	Annual Service Inspection & Certification of Fire Sprinklers	\$ 3,125.00	\$ 7,420.00
2	Quarterly Service Inspection & Certification of Fire Sprinklers	\$ 6,975.00	\$ 10,980.00
3	Weekly Inspections/Testing of the 2 District Fire Pumps	\$ 20,800.00	\$ 35,040.00
4	Quarterly Inspections/Testing to the 2 District Fire Pumps	\$ 2,400.00	\$ 1,800.00
5	Annual Inspections/Testing of the 2 District Fire Pumps	\$ 1,800.00	\$ 1,120.00
	Total Annual	\$ 35,100.00	\$ 56,360.00
	<i>Additive Option #1</i>		
6	<i>Labor Rate per Hour on Requested and Approved Repairs of Fire Sprinkler Systems and Fire Pumps</i>	\$ 90.00	\$ 140.00
	5-Year Sprinkler Inspections		
7	Five year sprinkler inspection & FDC back flush. Price per department flush valve.	\$ 395.00	
8	Five year per riser		\$ 280.00
9	Five year per FDC		\$ 420.00
	Total (per unit) for 5-Year Sprinkler Inspection Service	\$ 395.00	\$ 700.00

FIRST FIVE YUBA COMMISSION

CONTRACT NO: 13-107

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2013 by and between the FIRST FIVE YUBA COMMISSION ("Commission"), and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT – CHILD DEVELOPMENT PROGRAM, a public agency with its principal place of business at 1919 B Street, Marysville, CA("Provider"), individually referred to herein as a "party" and collectively as the "parties."

RECITALS

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

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

WHEREAS, Provider has successfully proposed to further **Result Area #1: Improve systems of care, Strategy #1: Support Family Resource Centers to increase access to culturally appropriate services and to increase service coordination, Objective: a. Support the development and delivery of culturally appropriate Family Resource Center Services, Objective: b. Support the collaboration of services between Family Resources Centers and schools to ensure that there is coordination of services; Result Area #2: Improve family functioning, Strategy #1: Support programs that aim to increase parent knowledge and build parental skills around child development and family success, Objective: a. Increase culturally appropriate parent education services and information resources for parents of children 0 through 5; Result Area #3: Improve child Development, Strategy #1: Support services that prepare children for school, Objective: a. Support a range of services that prepare children 0 through 5 and their families for school, Objective: c. Support family literacy activities and events, Objective: d. Support activities that encourage parental involvement to prepare children for school; Result Area #4: Improve the health of children, Strategy #1: Support programs that promote healthy eating and physical activity, Objective: a. Work with community partners to establish healthy eating and exercise programs, Objective: b. Develop childhood obesity educational materials for distribution to partners and parents, Strategy #2: Support programs that increase access to oral health services, Objective: a. Support oral health programs and services, including fluoridation of community water supply in THE FIRST FIVE YUBA STRATEGIC PLAN; and**

WHEREAS, Provider warrants that it is qualified and agreeable to render the work proposed in the Request for Proposal, submitted October 25, 2012, which is attached hereto as **Exhibit D** and incorporated herein by reference.

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

AGREEMENT

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. REQUEST FOR PROPOSAL (RFP).

A. Provider agrees to use the funds awarded under this Agreement to pay for the services specified in its RFP Scope of Work (**Exhibit A**) for its School Readiness Program.

B. Provider shall provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accord with this Agreement. Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission. In the event of any conflict between any of the provisions of this Agreement (including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

3. CONTRACT TERM. This Agreement shall begin on the date written above and shall terminate on June 30, 2015, which means that all work required by this Agreement shall be completed by that date.

4. TOTAL PRICE CEILING. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).

5. BUDGET. Provider shall use funds derived from this Agreement as outlined in the application budget submitted to and approved by the Commission, incorporated into the attached Expenditure and Progress Report as **Exhibit B** and incorporated herein by reference. Any modifications to specific line items that do not vary the budgeted line item by 10 percent or more may be approved by the Commission's Executive Director. Any modifications to specific line items that vary the budgeted line item by 10 percent or more require approval by the Commission.

6. METHOD OF PAYMENT.

A. Subject to Provider's performance of this Agreement and submission of the required quarterly Evaluation data and Fiscal Report forms with supporting documentation of all purchases, which may include copies of original receipts/invoices and/or general ledger reports and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee, to the Commission twenty (20) days after the end of each fiscal quarter, Commission shall reimburse Provider for allowable expenses on a quarterly basis.

PERIOD	END OF PERIOD	FISCAL REPORTS DUE
1 st Quarter of year	September 30 th	October 20 th
2 nd Quarter of year	December 31 st	January 20 th
3 rd Quarter of year	March 31 st	April 20 th
4 th Quarter of year	June 30 th	July 20 th

The required Fiscal Report forms are set forth in **Exhibit B** and may be modified from time to time.

C. Commission staff will process timely invoices before processing late ones. Any invoice submitted after forty-five (45) days after each fiscal year and/or the final contract period will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided, unless Provider has obtained prior written Commission approval to the contrary.

D. Provider assumes full financial liability for services provided outside the terms of this Agreement.

7. INSURANCE.

A. General Liability. Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.

B. Automobile. Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Provider in order to perform said services, the Provider shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).

C. Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

D. Professional Liability of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.

E. Said policies shall remain in force through the life of this Agreement and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis. Additionally, Commission shall be named as additional insured. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement.

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

8. ASSIGNMENT AND SUBCONTRACTS.

A. Assignment. Provider shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.

B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, all subcontractors shall be deemed to be employees of Provider, and Provider agrees to be responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract.

9. EVALUATION.

A. Provider shall collect data as required for evaluation purposes in a format defined by Commission staff and evaluator and submit quarterly via e-mail to Commission staff by the 10th, meaning that for the quarter ending on March 31st, data shall be submitted by April 10th of that year.

B. Project staff with responsibility for data entry and evaluation reporting will participate in training on data collection and evaluation provided by Commission and will serve as the main point of contact for the evaluation of this project with Commission and its evaluation consultant.

C. Provider shall provide Commission with additional evaluation reports as outlined in **Exhibit C**, Evaluation Plan and Reports, as necessary.

D. Provider agrees to and shall work collaboratively with other First Five Yuba funded projects, as appropriate.

E. Provider shall make such further fiscal and/or program evaluations and progress reports as may be reasonably required by the Executive Director concerning Provider's activities as they affect the obligations and purposes of this Agreement. The Executive Director shall provide Provider with any additional forms or access to a database or computer program which Provider is required to use. The Executive Director may approve modifications in the Evaluation Plan provided such modifications are consistent with the purposes and objectives of this Agreement.

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

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.

B. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee.

C. During and following the term of this Agreement, Provider agrees to promote First Five Yuba, its partners, and parent kits programs, as well as place the First Five Yuba logo (which may be obtained from the Commission's staff) on all materials it distributes or otherwise circulates that were developed pursuant to this Agreement and for which Provider was compensated by the Commission.

D. In the event this Agreement is terminated, all equipment and materials purchased by Provider become the property of the Commission.

11. TIME OF COMPLETION. Time is of the essence with respect to this Agreement. Provider agrees to commence and to complete the work within the time schedules outlined within this Agreement.

12. INDEMNIFICATION. Provider agrees to indemnify, defend (by counsel reasonably satisfactory to Commission's counsel), and hold Commission harmless from any and all liabilities which it may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of Provider's willful misconduct or negligent performance of this Agreement. Provider agrees to immediately notify Commission staff if any legal action is filed against Provider related to work funded by this Agreement.

13. CONFIDENTIALITY.

A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.

B. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

14. QUALITY ASSURANCE; PROGRAM REVIEW, INSPECTION, & AUDIT.

A. Provider shall maintain adequate individualized client records, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, confidentiality releases, referrals and records of services provided by the various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate Federal, State, and Commission record maintenance requirements.

B. Provider shall permit, at any reasonable time, personnel designated by the Executive Director to come on Provider's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director, and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Provider which pertain to services performed and determinations of amounts payable under this Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.

C. Provider shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement. Provider shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider who participated in this Agreement in any way.

D. Any audit may be conducted on Provider's premises or, at Commission's option, Provider shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.

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

16. NONDISCRIMINATION.

A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

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

18. SMOKE-FREE PREMISES. Provider shall prohibit tobacco product use on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers, if applicable.

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

20. CULTURAL SENSITIVITY. Provider shall make every effort to ensure that clients receive from all staff members' effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and their preferred language. To that end, Provider shall make efforts to offer and provide language assistance services including having bilingual staff and/or interpreter services to each patient/consumer with limited English proficiency at all points of contact.

21. SUSTAINABILITY.

A. Commission anticipates that revenues from Proposition 10 distributed by the First 5 California Children & Families Commission will diminish in the future and that the Commission's annual strategic plan, which is reviewed by the public, may change and/or reprioritize strategy areas as often as every year. For these reasons, Commission cannot and does not guarantee that a program once funded will continue to be funded, even if it is effective in attaining the Commission's goals.

B. Commission shall have no responsibility or obligation to ensure the long-term sustainability of Provider or Provider's program. The ultimate responsibility for sustainability shall be borne by Provider. Commission may, if it chooses, be a partner with Provider in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund Provider. Options for a Provider to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.

C. If appropriate for the Program, and as determined by the parties, Provider shall develop a written sustainability plan for the Program defined in this Agreement with consultation from Commission staff where appropriate.

D. If appropriate for the Program, and as determined by the parties, Provider shall fully cooperate with Commission and others identified by Commission staff to address the goals of service integration.

22. NOTICES. Notices shall be given to Commission at the following location:

FIRST FIVE YUBA
1114 Yuba Street, Suite 147
Marysville, CA 95901

Notices shall be given to Provider at the following addresses:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
C/O Kathy Woods
1919 B Street
Marysville, CA 95901

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

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

25. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

26. TERMINATION.

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the Provider pursuant to this Agreement. If the Commission's adopted budget does not appropriate sufficient funds for this Agreement, the Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider, in which event the Commission shall have no obligation to pay Provider any further funds or provide other consideration, and the Provider shall have no obligation to provide any further services under this Agreement.

C. This Agreement may be terminated for any reason by either party at any time during its term, by giving a thirty-day written notice to the other party.

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

[Remainder of page intentionally left blank.]

28. AUTHORITY. By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COMMISSION

Commission Chair

Date

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Superintendent of Schools
Gay Todd

6/25/13

Date

Approved as to Form:

Commission Counsel

Date

EXHIBIT A
RFP SCOPE OF WORK

16

Exhibit B

EXHIBIT B
FISCAL REPORT

2013-2014

Itemized Budget Expenditure Report

Contractor Name:	Marysville Joint Unified School District – Child Development Program
Program Name:	School Readiness Program
Agreement Number:	13-107
Agreement Period:	7/1/13 - 6/30/15
Reporting Per/Inclusive Months:	Period 1: July 1 - June 30, 2014

Line Item	Current Expenses	Year to Date Expenses	Approved Budget	Ending Balance	% Expended
Personnel Expenses:					
Outreach Specialist #1	0	0	19,979	19,979	0%
Outreach Specialist #2	0	0	20,189	20,189	0%
Outreach Specialist #3	0	0	19,709	19,709	0%
Benefits for OS #1	0	0	12,492	12,492	0%
Benefits for OS #2	0	0	15,336	15,336	0%
Benefits for OS #3	0	0	15,352	15,352	0%
Sub Total	0	0	103,057	103,057	0%
General Expenses:					
Program Materials	0	0	9,000	9,000	0%
Printing	0	0	400	400	0%
Office Supplies	0	0	4,070	4,070	0%
Staff Travel & Training	0	0	900	900	0%
Communications	0	0	420	420	0%
Sub Total	0	0	14,790	14,790	0%
Indirect:	0	0	7,153	7,153	0%
Total Program Expenses	\$0	\$0	\$125,000	\$125,000	0%

2014-2015

Itemized Budget Expenditure Report

Contractor Name:	Marysville Joint Unified School District – Child Development Program
Program Name:	School Readiness Program
Agreement Number:	13-107
Agreement Period:	7/1/13 - 6/30/15
Reporting Per/Inclusive Months:	Period 2: July 1 - June 30, 2015

Line Item	Current Expenses	Year to Date Expenses	Approved Budget	Ending Balance	% Expended
Personnel Expenses:					
Outreach Specialist #1	0	0	20,379	20,379	0%
Outreach Specialist #2	0	0	20,592	20,592	0%
Outreach Specialist #3	0	0	20,104	20,104	0%
Benefits for OS #1	0	0	12,617	12,617	0%
Benefits for OS #2	0	0	15,490	15,490	0%
Benefits for OS #3	0	0	15,506	15,506	0%
Sub Total	0	0	104,688	104,688	0%
General Expenses:					
Program Materials	0	0	8,000	8,000	0%
Printing	0	0	500	500	0%
Office Supplies	0	0	3,239	3,329	0%
Staff Travel & Training	0	0	950	950	0%
Communications	0	0	470	470	0%
Sub Total	0	0	13,159	13,159	0%
Indirect:	0	0	7,153	7,153	0%
Total Program Expenses	\$0	\$0	\$125,000	\$125,000	0%

EXHIBIT C

EVALUATION PLAN AND REPORTS

Program Description

First Five Yuba (FFY) has awarded the Marysville Joint Unified School District (MJUSD) a two-year \$250,000 grant to provide school readiness services from July 1, 2013 through June 30, 2015 for children ages 0-5 years and their families who reside in the Cedar Lane, Ella and Linda Elementary catchment areas. The SR staff includes a health specialist and three full-time Outreach Specialists (OS). MJUSD provides in-kind fiscal and program oversight, custodial services, facilities, and nutrition services.

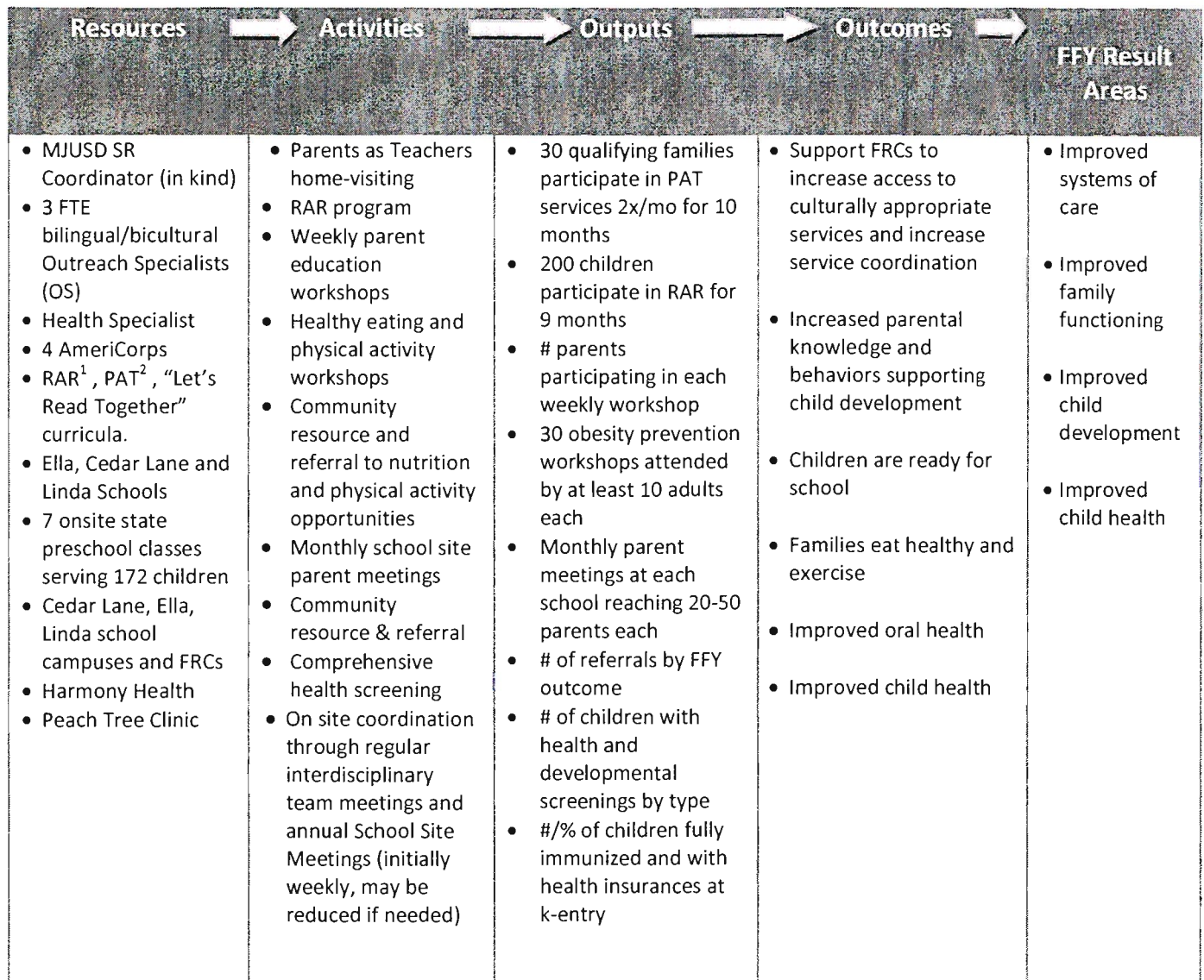
The School Readiness Initiative (SR) provides these core services:

- **Parents as Teachers (PAT)** home-visiting program provided to 10 qualifying families at each of the 3 sites. The OS provides developmentally appropriate activities for parents and young children and provides books and activities using the *Raising a Reader* curriculum.
- **Raising a Reader Program (RAR)** for 172 children enrolled in state preschool at the three target elementary school campuses and the 30 children receiving PAT Home Visiting services.
- **Weekly parent education workshops** at all three school using a variety of resources including but not limited to *Raising a Reader* (RAR) and *Lets' Read Together* (LRT) curricula.
- **Obesity Prevention** through monthly healthy eating and physical activity workshops at each of the three sites with at least 10-25 parents attending each. Community resource and referral to nutrition and physical activity opportunities.
- **Monthly parent meetings** at each of the three elementary schools designed to familiarize families with the school campus and provide topics of interest.
- **Family Resource Center** services in collaboration with Harmony Health FRC, as appropriate.
- **Health Services:** Comprehensive health screening for children of all home visited families and state preschool students. Screening will include immunization status, vision, oral health, hearing and body mass index. Where needed, families will be referred to enrollment or health service providers. Families provided oral health information and service referrals.
- **On site coordination** through regular interdisciplinary team meetings and annual School Site Meetings with school site representatives and other community partners.

Like all FFY grantees, this project has two additional objectives:

- **To collaborate with other FFY and community partners** to build a more comprehensive and integrated system of children and family services in Yuba County.
- **To leverage existing and new community resources** with a goal of program sustainability.

Program Logic Model



¹ *Raising a Reader* is an evidence-based family literacy program.

² *Parents as Teachers* an evidence-based child development home visitation program.

Evaluation Plan

FFY Outcome #	Program Outcomes	Program Performance Indicators	Data Collection Methods & Tools	Frequency & Schedule of Data Collection	Sample Size
Family Functioning	Improved parenting knowledge and behaviors to support their child's social, physical & emotional development	PARENT EDUCATION <ul style="list-style-type: none"> • # of parent workshops by topic, language, and community partners • # of attendees per session • Parent workshop feedback only on series: <ul style="list-style-type: none"> ➢ Quality of presentation ➢ Convenience of location ➢ Helpfulness of ideas ➢ Willingness to recommend to others 	Workshop log (WL) Workshop sign-in summaries (WS) Participant Count Form (PC) for workshops FFY Workshop Feedback Form	Reported quarterly in Milestones	100%
		PAT <ul style="list-style-type: none"> • # of CORE families with open cases for home visiting, by school, ethnicity & home language • # of visits completed Families report: <ul style="list-style-type: none"> • Confidence as a parent • Understanding of child development • Improvement in parent/child relationship • Satisfaction • Knowledge of community resources 	All PAT programs meet at-risk qualifications OS Case Records Participant Count Form (PC) FFY Intensively Served Family Survey	Reported quarterly in Milestones Family survey 1/x/CORE family near completion of PAT program services each year	100% PAT families
	Improved family access to community services	Collaboration with Harmony Health FRC		Reported quarterly in Milestones	

Child Development	Children are ready for School	Improved home reading frequency, attitudes and behaviors improve	RAR matched set pre and post survey	Within first 3 weeks of program initiation, at least 6 months later, entered by FFY, analyzed by evaluator	100% of preschool families
Child Health	Promote healthy eating and physical activity	<ul style="list-style-type: none"> # Healthy eating and physical activity workshops by school site and attendance BMI scores of children whose parents who participate in physical activity programs 3 or more times compared with all other children screened 	Attendance sheets BMI Assessments	Reported in Milestones	100%
	Increase access to oral health services	<ul style="list-style-type: none"> # of PAT programs ages 1-5 years who have seen a dentist in prior 12 months #/% of entering K students who have seen a dentist in prior 12 months 	PAT Case Files Health Specialist records	Reported in Milestones in 4 th quarter	All PAT
	Pre-K health access	<ul style="list-style-type: none"> # of children with health and developmental screenings by type Screening outcomes by ethnicity #/% of children fully immunized and with health insurances at k-entry #/% of children 1-5 in PAT program who have seen a dentist in prior 12 months #/% of children 1-5 in core families who have medical home 	Health Specialist Report Milestones K registration survey at target schools Health Specialist records	Annually, reported in Milestones Annually, reported in 4 th Quarter	100% Core 100% respondents to K registration survey & families assisted in health insurance enrollment



Systems of Care	FRCs provide culturally appropriate services and coordinate services across agencies	# on site interdisciplinary team meetings	Quarterly Milestones	Progress reported in quarterly Milestones	N/A
		Outcomes of annual School Site Meetings			
		Increased utilization of 3 levers of change (parent partnerships, policy/systems, professional development) and 5 protective factors	BUILD Assessment Tool	Evaluator meets semi-annually with YFRC Network partners to use tool. Evaluator analyzes findings	Done in partnership with AmeriCorps and FRC Network

Data Collection & Reporting Tools

- a. **Event Sign-In Sheets**, customized by OS with program title and date and location. Includes participant count fields (child age, ethnicity, home language, place of residence). Used at monthly and weekly workshops. Summarized and submitted quarterly to FFY.
- b. **FFY Participant Count Form**, one for Family Functioning (CORE PAT families & parent education), one for health services, one for child development (RAR) Submitted to FFY quarterly.
- c. **FFY Workshop Feedback Form** (standard) customized by OS with program name, location and dates and relevant program learning objectives, only for series workshops. Returned surveys are entered by FFY into Survey Monkey. Summaries are downloaded in excel and analyzed by evaluator.
- d. **RAR pre and post family surveys**. Administered by preschool teachers in September and May. Entered by FFY. Analyzed by evaluator. Summaries provided to preschool teachers and SR staff.
- e. **CORE Family case records** maintained by OS. Used internally to collect client count, reading frequency, visitation frequency, cause of case closure which are reported in Milestones. (MAKE SURE it has *Pre- Reading Frequency & Client Termination Form*)
- f. **FFY Family Survey** administered by OS when CORE family case is coming to completion. Returned surveys are submitted quarterly to FFY for closed cases, regardless of date home-visiting was initiated, and analyzed by evaluator.
- g. **FFY Milestones**, narrative reports compiled quarterly by FFY SR Coordinator. Designed to report program activities, outputs and performance measures.
- h. **K Registration Survey** to be requested of all families registering a child for Kindergarten in target schools. Data entered by FFY and analyzed by evaluator.
- i. **Health Assessments** – done by Health Specialist, summarized in Milestones.
- j. **Referral Log**
- k. **BUILD Assessment Tool**, to be administered by the evaluator to assess YFRC Network utilization of Strengthening Families Approach.

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Start Date - End Date	07/01/2013 – 06/30/2014
First Five Yuba Funded Program	School Readiness Program

Milestone 1: Workshop Logs

Please complete and submit a workshop log indicating the topic, language, community partners and the number of attendees per session at each of the three school sites for each quarter. Submit the workshop logs with this milestone report.

Milestone 2: Workshop Feedback

Please submit parent workshop feedback forms for any “series” workshops that occurred during the quarter.

Milestone 3: PAT Program

Please report the number of families and the number of times they are visited per month at all three school sites for each quarter. Submit a Participant Count Form specifically for the home visited families with this milestone report.

	# Families Visited	Total # Visits	Please collect family survey for all families in fourth quarter	
			# surveys collected	If any cases are closed, please collect family survey and describe reason for closure.
Qtr 1				
Qtr 2				
Qtr 3				
Qtr 4				

Milestone 4: Raising A Reader

Please report the total number of preschool and PAT children participating in RAR, and the number of submitted pre and post surveys.

	# Preschool Participants			Home Visited Families	
	# enrolled	# PRE Surveys	# POST Surveys	# PRE Surveys	# POST Surveys
Quarter 1					
Quarter 2					
Quarter 3					
Quarter 4					

Milestone 6: Kindergarten Registration Surveys

Please submit the Kindergarten Registration Surveys from the three target schools to FFY staff in Quarter 1.

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Milestone 7: Health Screenings

Please report the number and type of health screenings provided at all three school sites for each quarter and the # referred for additional services by type and ethnicity

	# Screened	Number not in target range				Notes
		White	Latino	Asian	Other	
Dental						
Vision						
Fully Immunized						
Hearing						
BMI						

Milestone 9: BMI Scores

Please prepare a report comparing the BMI scores of children whose parents have participated in physical activity programs 3 or more times with all other children screened. Submit this report to FFY staff in **Quarter 4**.

Milestone 10: Oral Health

Please report the number of home visited children 1-5 years of age who have seen a dentist in the prior 12 months. Submit these numbers in **Quarter 4**.

Quarter 4	
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Milestone 11: Health Access

Please report the number and percentage of children fully immunized and with health insurance at Kindergarten entry. Submit these numbers in **Quarter 4**.

	# screened	# fully immunized
Quarter 2		

Milestone 12: FRC Team Meetings

Please report the number of site interdisciplinary team meetings at Ella and Cedar Lane Schools each quarter.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Ella				
Cedar Lane				
Date: 07/01/2013 – 09/30/2013				
Achievement Note:				
Date: 10/01/2013 – 12/31/2013				
Achievement Note:				
Date: 01/01/2014 – 03/31/2014				
Achievement Note:				
Date: 04/01/2014 – 06/30/2014				
Achievement Note:				

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Exhibit C

Milestone 13: Community Meeting (optional)

If the SR program hosts any community/school meetings, please tell us about the purpose and outcomes.

Ella	
Cedar Lane	
Linda	
Other	

Milestone 14: Collaboration

Please list the partners with whom your program has worked, and indicate the quarter(s) in which the activity occurred. Briefly describe the purpose and outcome of the collaboration.

Collaborative Partner	Q1	Q2	Q3	Q4	Describe Activity

Milestone 15: Leveraged Resources

Please report source, quarter received, estimated dollar amount and description of additional resources (grants, loans, in-kind, volunteer) that you have secured for this project.

Source	Q1	Q2	Q3	Q4	\$	Description

Milestone 16: Other

What challenges did your project encounter this quarter? What solutions are emerging? What lessons are you learning? Report here your challenges, solutions and lessons learned this quarter. This milestone can also be used to document any anecdotal stories you would like to share regarding your program. Photos with signed releases of program activities are always welcomed!

Date: 07/01/2013 – 09/30/2013

Achievement Note:

Date: 10/01/2013 – 12/31/2013

Achievement Note:

Date: 01/01/2014 – 03/31/2014

Achievement Note:

Date: 04/01/2014 – 06/30/2014

Achievement Note:



EXHIBIT D
REQUEST FOR PROPOSAL

27

Exhibit C

APPLICATION COVER SHEET

Contact Information:

Name of Requesting Organization or Individual: Marysville Joint Unified School District- Child Development Program	
Primary Contact: Kathy Woods	Title: Child Development Director
Address: 1919 B Street, Marysville	
ZIP: 95901	
Phone: 530-749-6162	Fax: 530-741-6019
E-mail Address: kwoods@mjustd.com	Website: www.mjustd.com

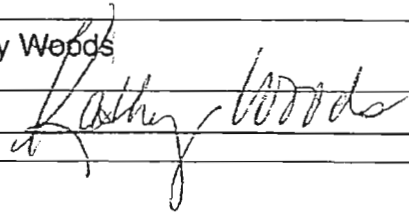
APPLICATION CHECK-OFF LIST

Please make sure your proposal includes the following:

- ☐ One original application with signature
- ☐ 7 additional copies (for a total of 8) of the entire application including:
 - Application Cover Sheet
 - Summary Information
 - Application Narrative
 - Letters of Commitment from partnering organizations (if applicable)
 - List of sites and addresses where services will be provided
 - Budget information
 - Board of Directors list and their affiliations
 - Accountability worksheet
- ☐ Audited financial statement (one copy only). Note: If no audited financial statement is available, submit a copy of your most recent tax return

- Staple the copies in the top left hand corner and paperclip the original. Please note: the FFY Commission office will not make copies for individuals
- No additional attachments of any kind will be accepted (i.e., cover letters, letters of recommendation)
- Incomplete proposals will not be considered for funding

By signing and submitting this application, I agree that the information in this application is accurate.

Date: October 20, 2012
Name: Kathy Woods
Signature: 

SUMMARY INFORMATION

1. Project Title: School Readiness Program

2. Organizational Background:

In operation since: 1966	Serving 0-5 population since: 1967
Public Agency: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Non-profit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
501c (3) Agency: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

3. Staff & Volunteers- Child Development Program

	Number of Paid Full-Time Staff	Number of Paid Part-Time Staff	Number of Volunteers
Entire Organization	10	42	10
Programs and services targeted to families with children under 5	10	42	10

4. Financial Information

Area	Year	Amount	Year	Amount
Organizational budget (Please show past two years)	10/11:	\$2,091,009	11/12:	\$1,802,849
Programs serving children 0-5 (All programs serving 0-5 target)	10/11:	\$2,091,009	11/12:	\$1,802,849

13/14 Year 1 Project Budget (If requested project includes other funding)	\$161,000	13/14 Year 1 Requested Amount (Repeat, if same)	\$125,000
14/15 Year 2 Project Budget (If requested project includes other funding)	\$161,000	14/15 Year 2 Requested Amount (Repeat, if same)	\$125,000
15/16 Year 3 Project Budget (If requested project includes other funding)	\$161,000	15/16 Year 3 Requested Amount (Repeat, if same)	\$125,000

5. Please list all past grants or contracts received and/or applied for:

Year	Grants program or Contract	Amount \$	Year	Grants program or Contract	Amount \$
12-13	FFY SR Funding	140,747	08-09	FFY SR Funding	140,747
11-12	FFY SR Funding	140,747	07-08	FFR SR Funding	140,747
10-11	FFY SR Funding	140,747	06-07	FFY SR Funding	140,747
09-10	FFY SR Funding	140,747	02-06	FFY SR Funding	271,712

Your Organization Background and Description

Describe your organization's mission and history, particularly addressing your experience and expertise in serving the 0-5 population

Approximately twelve years ago, multiple stakeholders representing the children and families of Yuba County came together to develop a vision for what a high quality School Readiness Program would look like in their community. Those stakeholders felt passionately about the importance of building a comprehensive School Readiness Program that would create a school and community culture supportive of early learning, not only for the child but the family as well. MJUSD is proud to have worked in tandem with the First Five Yuba since 2000, successfully implementing the School Readiness Program, serving thousands of children and families in the community of Cedar Lane, Linda and Ella.

MJUSD maintains a high level of commitment to serve the youngest of all students and families in our school district. It is the Mission of the MJUSD Child Development Program *"to provide the highest quality of services to our youngest of students in a safe, nurturing, positive and engaging learning environment. Goals of our Preschool program also include providing parents the opportunity to build or reinforce confidence in their role as primary educators of their children and to build a home-school partnership working in the best interest of their child."*

MJUSD Child Development Program has seized multiple grant expansion opportunities over the past ten years and has successfully increased the number of preschool students served from approximately 275 students in 2000 to approximately 450 students in 2012.

Your organization and the FFY Strategic Plan

Explain how your organization's mission, programs and services relate to the FFY Strategic Plan

The MJUSD elementary schools and Child Development Program are integral stakeholders to the implementation of the FFY Strategic Plan and have a vested interest in working in collaboration to coordinate services through the Family Resource Centers at Cedar Lane, Linda and Ella.

MJUSD values the FRC as a "hub" of services for our families and look forward to infusing/incorporating the School Readiness Program into the plethora of services available at our FRCs. The FRC service delivery model, along with our Parents as Teachers Home Visiting Program, Parent Workshops, Raising A Reader Program, and Health Screenings would allow us to focus not only on Improve Systems of Care, which is described as the "backbone" of the other result areas in the FFY Yuba Strategic Plan, but Improve Family Functioning, Improve Child Development and Improved the Health of children as well.

Describe an organizational achievement that demonstrates your commitment to the FFY Strategic Plan

MJUSD places a significant value on the development of our youngest students and most recently allocated federal Title 1 dollars to the Child Development Program so that we could expand preschool services with the establishment of a Title 1 Preschool Program. MJUSD's

priority to serve our preschool population, during this challenging economical time with continued budget cuts and restrictions, illustrates how MJUSD supports the FFY Strategic Plan.

MJUSD has invested approximately \$1,650,000 into the School Readiness Project over the past ten years by allocation Quality Education Investment Act funds, Medi-Cal Administrative Activities funds, Categorical Summer School funds and In-Kind contributions related to custodial, facilities, nutritional services, fiscal and program oversight thus demonstrating MJUSDs strong commitment to the FFY efforts.

Your Funding Request

Demonstration of need related to the FFY Strategic Plan

List the outcome areas, strategies, and indicators which would be addressed by the funding request

Result Area #1: Improve Systems of Care – Strategy #1: Support Family Resource Centers to increase access to culturally appropriate services and to increase service coordination. *Objective A:* Support the development and delivery of culturally appropriate Family Resource Center Services. *Indicator of Success:* Increase number of Family Resource Center services that are culturally and linguistically appropriate for the target population, Increase participation in the Family Resource Center services by families with children 0-5. *Objective B:* Support the collaboration of services between Family Resource Centers and schools to ensure that there is coordination of services. *Indicators of Success:* Hold an annual meeting with one Family Resource Center and applicable schools, Increased number of families who receive comprehensive information and referral services from a Family Resource Center.

Result Area #2: Improve Family Functioning – Strategy #1: Support programs that aim to increase parent knowledge and build parental skills around child development and family success. *Objective A:* Increase culturally appropriate parent education services and informational resources for parents of children 0 – 5. Services may include cooking and nutrition, adult education and literacy, how to read and play with young children, family literacy, parenting support for teenage mothers and fathers, and childhood development. *Indicator of Success:* Increased number of culturally and linguistically appropriate services and informational resources for parents of children 0-5, Increased utilization of services by parents of children 0 – 5, Parents demonstrate improvement in knowledge, behavior, and attitudes related to child development.

Result Area #3: Improve Child Development – Strategy #1: Support services that prepare children for school. *Objective A:* Support a range of services that prepare children 0-5 and their families for school (e.g. home visiting, kinder camp, family literacy programs, etc.). *Indicator of Success:* Increased number of participation in school readiness services, Increased frequency and number of parent-child activities (e.g. singing songs, telling stories, reading, playing games, etc.). *Objective C:* Support family literacy activities and events. *Indicator of Success:* Increased number of and participation in family literacy activities, Increased frequency and number of families singing songs, telling stories, and reading to their children. *Objective D:* Support activities that encourage parental involvement to prepare children for school. *Indicator of Success:* Increased number of and participation in activities that encourage parental involvement in child's learning.

Result Area #4: Improve the Health of Children – Strategy #1: Support programs that promote healthy eating and physical activity. *Objective A:* Work with community partners to establish health eating and exercise programs. *Indicator of Success:* Identification of community partners. *Objective B:* Develop childhood obesity educational materials for distribution to partners and parents. *Indicator of Success:* Preparation of educational materials for distribution to parents. **Strategy #2:** Support programs that increase access to oral health services. *Objective A:* Support oral health programs and services, including fluoridation of community water supply. *Indicator of Success:* Increased number of children who went to the dentist or dental hygienist in the past year.

Provide statistical and/or anecdotal evidence of need. This could be a service need of a specific target population, or organizational need, or a combination that relates to the 0-5 population
A statistical analysis of our targeted-schools, demonstrates a need for high quality services associated with school readiness. In addition to low preschool readiness levels, many of our students are living in situations that place them at greater risk for school failure: poverty, single parent household, low level of maternal education, substance abuse and high school drop-out rates.

Cedar Lane Elementary Academic Performance Index: 1, 96% Free and Reduced Meals, 45% English Learners, 32% of parents did not graduate High School.

Ella Elementary Academic Performance Index: 2, 91% Free and Reduced Meals, 50% English Learners, 32% of parents did not graduate High School.

Linda Elementary Academic Performance Index: 2, 90% Free and Reduced Meals, 46% English Learners, 32% of parents did not graduate High School.

While there is clear evidence depicting some challenges associated with the demographics of the Cedar Lane, Linda and Ella catchment areas, we must also take into consideration the “value” of the existing School Readiness Program and the benefits it brings to the community. As outlined in the First Five Yuba Evaluation Findings FY 11-12 there are multiple indicators that demonstrate evidence of need for the School Readiness Program.

- Children who participated in the School Readiness Program were more likely to have seen a dentist, have health insurance, and read daily to at home than other incoming MJUSD kindergarten at non- School Readiness sites.
- School Readiness families demonstrated an increase in reading frequency at home.
- School Readiness parents Personal Goals were achieved related to parenting and knowledge of child development.
- There were “high satisfaction rates” related to services delivered.
- Evidence that School Readiness parent’s behavior changed related to parenting and child development.

Lastly, it is important to note, that the School Readiness Program is designed to specifically target all four of the Result Areas of the FFY Strategic Plan addressing the needs of children 0-5 and their families. The School Readiness service delivery model allows us to skillfully

incorporate and coordinate with other stakeholders and FFY Grantees, thus providing more comprehensive services.

Approach

Describe your proposed project

Our School Readiness Program proposal is to request \$125,000 for each of the next three years beginning in July 2013. MJUSD would invest approximately \$36,000 for each of the next three years, utilizing Medi-Cal Administrative Activities dollars in addition to (\$98K) for In-Kind contributions related to custodial, facilities, nutritional services, fiscal and program oversight.

Our proposed School Readiness Program would utilize the experience and expertise of our existing full-time Health Specialist and existing three full-time Outreach Specialists to achieve the above described Strategies, Outcomes and Indicators. It is the intent of our School Readiness Program to work alongside the Family Resource Center staff, Ameri-Corps members and other partners to integrate services for our families.

Parent Workshops will continue to be an integral component of our School Readiness Project and will include the following topics: Reading/Literacy, Physical Activity, Nutrition, Health Promotion and School and Community Systems. The integration of the Ameri-Corps members into our Parent Workshop setting will assist with providing much needed childcare/preschool support for the participants. Our collaborative approach will allow other community stakeholders and FFY Grantees to assist in providing valued information and resources to our families.

The Parents as Teachers Home Visitation program will be another School Readiness Project component. Each Outreach Specialist will work with ten families using the evidence-based Parents as Teachers curriculum, providing developmentally appropriate activities and children's literature. Outreach Specialists will conduct the home visits alongside the Ameri-Corps member so as to provide services to both the parent and child.

Raising a Reader, an evidence-based literacy program will be provided to all of our Cedar Lane, Linda and Ella state preschool students along with the core families that are participating in the Parents as Teachers home visitation program. Raising a Reader allows children the opportunity to take home a different book bag each week and includes our outreach and preschool staff hosting workshops and training parents in read-aloud strategies.

The Health Specialist will provide comprehensive health screenings to our Parents as Teachers home visited and state preschool students. Health screenings will consist of immunization status, vision, oral health, hearing and body mass index. The Health Specialist will work individually with each family to ensure that their child's health care needs are met as well as providing workshops on health related topics.

The School Readiness Program staff will attend the Multi-Disciplinary Team meetings at the Cedar Lane, Linda and Ella FRC's each week to ensure that there is a coordinated effort amongst the School Readiness staff, FRC staff, Ameri-Corps members and school administrators to ensure seamless services for families.

Indicate the name of any curriculum you will use, if you are planning a curriculum-based approach for any of the proposed activities

The Parents as Teachers curriculum and Raising a Reader program will be utilized in our School Readiness Program.

Indicate the current number of children, parents or providers served, if any, and indicate the additional numbers to be served with the FFY funding

During the 2011-2012, the School Readiness Program served 575 children and 499 parents. It is our expectation to increase those numbers with continued funding from FFY.

Describe the primary populations currently served, if any, and those you propose to serve (I.E specific ethnic or cultural communities, special needs populations or specific targets such as non English speaking families, teen parents, nursing mothers, medically fragile babies, etc)

The primary populations served shall continue to be **all** children 0-5 and their families who reside in the catchment areas of Cedar Lane Elementary, Linda Elementary and Ella Elementary schools.

Indicate if you are currently doing work in this program area and describe what you are doing

The MJUSD and FFY currently work as partners to facilitate the FFY School Readiness Program for children and families. During the FY 11-12 our School Readiness Program directly provided 278 sessions of parent workshops and hosted community partners to provide an additional 144 workshops for a total of 422 community events. This totaled 2.94 million participant hours of parent education. 30 of our families were intensively served and participated in the Parents as Teacher Home Visiting Program. The Raising a Reader take-home book program was implemented with 138 children and families. Our School Readiness Program also provided extensive health screenings to 115 preschool age children.

Indicate any other organizations you will work with to accomplish the goals of the project and provide a one-page letter of commitment from each organization with which you will be working

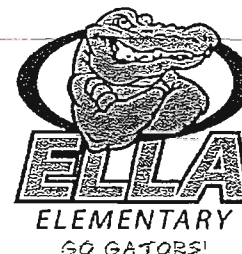
Harmony Health Resource Center
Child Development Behavioral Specialist-YCOE
Peach Tree Health Clinic
Cedar Lane Elementary School
Linda Elementary School
Ella Elementary School

Describe how you will measure success

Success of our School Readiness Program will be measured using Participant Count Forms, FFY Workshop Feedback Forms, Pre and Post Raising a Reader surveys, Case Intake Forms, and Referral Logs.

Ella Elementary

4850 Olivehurst Ave
Olivehurst, CA 95961
(530) 741-6124; FAX (530) 741-7806
Rob Gregor, Principal~



*Home of the
"Gators"*

October 23, 2012

Dear First Five Yuba,

It is with enthusiasm that I write this letter on behalf of the School Readiness program here at Ella Elementary School. We have a long-standing relationship with Child Development and wish to see it continue with new and innovative ways of serving our families.

The School Readiness project focuses on:

- Improved Family Functioning
- Improved Health
- Improved Child Development
- Improved Systems of Care

These are all provided through:

- Parent workshops
- Raising a Reader program
- Parent as Teachers home visit program
- Health Screenings

In recent years, parents have become an important part of our campus. They can be seen walking the campus for exercise, having meetings at our benches, cooking meals that are low fat, receiving practical information on how to have a healthy lifestyle. They learn that they are their child's most important teacher. They have learned that their contribution to the school environment is welcome and needed. Health screenings are done and parents learn the importance of education and attendance.

The school readiness program has become an important part of our culture here at Ella Elementary School. Please support this valuable program.

Sincerely,

Rob Gregor

Rob Gregor
Principal

10/24/2012

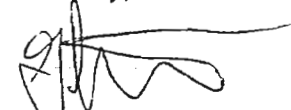
Dear First Five Commission,

As the CEO of PeachTree Healthcare in Marysville, CA, I am writing this letter of commitment for the Marysville Joint Unified School District's School Readiness Program. We look forward to, and support their program which centers on improved health, child development, family functioning and systems of care.

We have, for several years collaborated with the School Readiness Program by providing our annual screening of preschool children at those sites included in the SR catchment areas, Cedar Lane, Ella, and Linda Preschools. All children are offered services provided by the collaboration of PeachTree Health and the MJUSD nursing staff. Offered free of charge to all children are a hearing test, vision assessment, and dental exam, as well as a TB test for those attending kindergarten the following fall.

The services listed above, as well as those provided by the Yuba County Dental Van demonstrate our continuing support and commitment to children and families in our county. Providing quality healthcare to our most disadvantaged assures that we have done our best to give those children at risk the best possible start as they begin their school career.

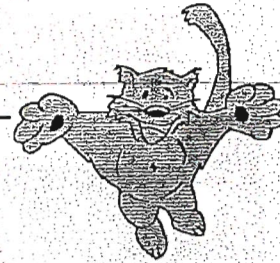
Sincerely,



Greg Stone
CEO PeachTree Healthcare

Cedar Lane Elementary

841 Cedar Lane
West Linda, CA 95961
(530) 741-6112; FAX (530) 741-7860
Jill Segner, Principal



*Home of the
"Wildcats"*

October 22, 2012

Dear First Five Yuba,

It is with strong support that I write this letter on behalf of the School Readiness program here at Cedar Lane Elementary School. We have had a long-standing relationship with Child Development and wish to see it continue. The School Readiness project focuses on;

- Improved Family Functioning
- Improved Health
- Improved Child Development
- Improved Systems of Care

These are all provided through;

- Parent workshops
- Raising a Reader program
- Parent as Teachers home visit program
- Health Screenings

In recent years, parents have become an integral part of our campus. They can be seen walking the track for exercise, doing Zumba, cooking meals that are low fat, receiving fruit trees after listening how to have a healthy lifestyle. They learn that they are their child's most important teacher. They have learned that their contribution to the school environment is welcome and needed. Health screenings are done and parents learn the importance of education and attendance.

The school readiness program has become an integral part of our culture here at Cedar Lane Elementary School. Please continue your support of this valuable program.

Sincerely,

Jill Segner

Principal, Cedar Lane Elementary School

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Marysville Joint Unified School District



Harmony Health Family Resource Center

1908 N. Beale Road, Suite D
Marysville, CA 95901

A Non-Profit Corporation Tax ID # 57-1195947

Board of Directors

October 20, 2012

Bill Falzett, PhD
President

Rachel Farrell, PA/C, LM
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Director

Michelle Gracier
Director

Donna Dion
Director

Dear First 5 Yuba Commission,

It is with great enthusiasm that I write this letter of commitment for Yuba County's School Readiness Program. Harmony Health has been a strong partner of School Readiness since its initial funding. We have shared workshops, trainings and curricula including *Parents As Teachers* and *Car Seat Safety and Installation Certification*. We have shared clients, frequently referring to each other's program when it would best suit the needs of the families. On several occasions, we have joined forces in home visiting when there was a clear benefit such as engaging families, language barriers or safety issues.

Linda Elementary School has always been our "partner school." Our RN who is an Internationally Board Certified Lactation Consultant, has facilitated Mom's Group with the Latina School Readiness clients at Linda School on a regular basis for the past three years. We share a booth at community events, working in tandem to disseminate information about our programs and services as well as to promote those of First 5 Yuba.

Now we look forward, and are totally committed, to working as closely and collaboratively with Ella and Cedar Lane Elementary Schools and their School Readiness liaison as we have with Linda. We will share a facility with the School Readiness liaison at each site and work with families of children 0-5 in the most comprehensive ways possible. The SR liaisons will mentor our AmeriCorps members in pre-school activities while Harmony Health's Case Managers/ Home Visitors will prioritize SR referrals for families with a greater level of need. The SR liaisons have already proven themselves as a valuable resource that know the families intimately and have invested the time it takes to build trusting relationships. Of course, we intend to continue to honor our commitment with the SR program at Linda School as well.

School Readiness has laid the groundwork to build strong communities in each of these neighborhoods. We are invested in our relationships with School Readiness and the families we mutually serve. Without a doubt, we are committed to the overarching goal of strengthening families.

Sincerely,

Rachel Farrell
Executive Director

YUBA COUNTY
OFFICE OF EDUCATION
SCOTIA HOLMES SANCHEZ, ED. D.
SUPERINTENDENT

935 14TH STREET, MARYSVILLE, CA 95901-4198
TELEPHONE (530) 749-4900
FAX NUMBER (530) 741-6500



**YUBA COUNTY BOARD
OF EDUCATION**

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October 22, 2012

Dear First 5 Yuba Commissioners,

As the Assistant Superintendent of Educational Services for the Yuba County Office of Education, I am writing this letter of commitment regarding the School Readiness Project for the communities of Cedar Lane, Linda and Ella that is being submitted by the Marysville Joint Unified School District. The Yuba County Office of Education works collaboratively with Marysville Joint Unified School District supporting their Child Development Programs and School Readiness Project. We are committed and will continue to support the program and the activities which result in improving family functioning, health, child development and systems of care.

The Yuba County Office of Education will continue to ensure that staff is available to the program to assist with parent and teacher workshops on the topics of speech and language development, resources, information regarding the referral process for special education services and supports, behavior management, disability awareness and other topics as requested.

The Yuba County Office of Education will continue to provide staff to assist with screening and assessment of young children to ensure their special needs are identified and addressed prior to entering kindergarten. This process includes direct contact with students, as well as training of Marysville Joint Unified School District staff regarding what to look for in terms of specific areas of concern, and strategies to enhance speech and language development in the preschool classroom setting.

In addition, Yuba County Office of Education commits staff to participate in the School Readiness Project meetings and program review to facilitate the coordination of services between educational agencies. Yuba County Office of Education has worked closely with Marysville Joint Unified School District to share resources for many years, and looks forward to a continued partnership with them as they plan to continue their exemplary School Readiness Program which supports children and their families as they enter their formal educational programs.

Please feel free to contact me if you have any questions or the need for additional information.

Sincerely,

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Sally Sokoloski, Assistant Superintendent Educational Services
Yuba County Office of Education

LOCATION OF SERVICE SITES

Please provide the name and full address of any current site for your organization and any proposed site where First Five Yuba funded activities will be provided in the following table:

Name of Site	Address	City	Zip
Cedar Lane Elementary	841 Cedar Lane	West Linda	95901
Linda Elementary	6180 Dunning Avenue	Linda	95901
Ella Elementary	4580 Olivehurst Avenue	Olivehurst	95961

CURRENT ORGANIZATIONAL ANNUAL BUDGET FOR 12-13

EXPENSES		REVENUE	
Item	Amount \$	Source	Amount \$
Salaries & wages	\$1,079,290	Government grants & contracts	\$1,647,346
Employee benefits & payroll taxes	\$ 328,976		
Consultants & professional fees	\$ 2,970	Foundations	\$
Travel	\$ 700		
Equipment	\$ 11,310	Corporations	\$
Supplies	\$ 88,573	Religious Institutions	\$
Training	\$ 1,462	United Way, other federated campaigns	\$
Printing & copying	\$ 1,680	Individual contributions	\$
Telephone & fax	\$ 1,000	Fundraising events & products	\$
Postage & delivery	\$ 800	Membership income	\$
Rent & utilities	\$ 764	In-kind support	\$
Evaluation data collection	\$	Other (earned income, consulting fees, etc.)	\$
Other: Fingerprinting/Fees	\$ 6,456		\$
Food/Meals	\$ 21,894		\$
Indirect Costs	\$ 94,271		
TOTAL EXPENSE	\$1,647,346	TOTAL INCOME	\$1,647,346
		BALANCE	\$ 0

PROPOSED PROJECT BUDGET FORM

If you have additional funds for this project, please include in the "Other Funding" Column.

PERSONNEL EXPENSES * (list positions separately)	% of Time Paid by Grant	Full-Time Equivalent Salary	July 2013 – June 2014		July 2014–June 2015		July 2015–June 2016	
			Request	Other Funding	Request	Other Funding	Request	Other Funding
Outreach Specialist #1	100%	\$19,979	\$19,979		\$20,379		\$20,787	
Outreach Specialist #2	100%	\$20,189	\$20,189		\$20,592		\$21,004	
Outreach Specialist #3	100%	\$19,709	\$19,709		\$20,104		\$20,507	
Health Specialist	0%	\$20,479		\$20,479		\$20,889		\$21,307
Personnel Benefits: Outreach Specialist #1	100%		\$12,492		\$12,617		\$12,744	
Personnel Benefits: Outreach Specialist #2	100%		\$15,336		\$15,490		\$15,645	
Personnel Benefits: Outreach Specialist #3	100%		\$15,352		\$15,506		\$15,662	
Personnel Benefits: Health Specialist	0%			\$14,884		\$15,033		\$15,184
SUBTOTAL			103,057	\$35,363	104,688	\$35,922	106,349	\$36,491

***NOTE:** List those positions involved with supporting new programs or the expansion or enhancement of existing programs. Do NOT list Executive Director or other administrative positions, if this would supplant pre-existing funding.

GENERAL EXPENSES	July 2013 – June 2014		July 2014–June 2015		July 2015–June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
Program Materials	\$9,000		\$8,000		\$7,000	
Printing	\$400		\$500		\$600	
Office Supplies	\$4,070		\$3,239		\$2,378	
Staff Travel & Training	\$900		\$950		\$1,000	
Consulting Services						
Evaluation Data Collection						

Miscellaneous (include details)	\$420		\$470		\$520	
Cell Phone Bill for Specialists (4)						
SUBTOTAL						

EQUIPMENT (Itemize any equipment that costs more than \$2,000)	July 2013 – June 2014		July 2014 – June 2015		July 2015 – June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
SUBTOTAL						

Proposed Project Budget Form (Continued)

SUBCONTRACTORS (List separately)	July 2013 – June 2014		July 2014 – June 2015		July 2015 – June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
SUBTOTAL						

OTHER (Additional items that cost more than \$5,000)	July 2013 – June 2014		July 2014 – June 2015		July 2015 – June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
SUBTOTAL						

TOTALS	July 2013 – June 2014		July 2014 – June 2015		July 2015 – June 2016	
	Request	Other Funding	Request	Other Funding	Request	Other Funding
SUBTOTAL: DIRECT EXPENSES (Add subtotals for Personnel, General, Equipment, Subcontractors and Other)						
ADMINISTRATIVE/INDIRECT EXPENSES (Maximum 15%)	\$7,153		\$7,153		\$7,153	
TOTAL PROJECT EXPENSE	\$125,000		125,000		125,000	

Financial Narrative

Provide a detailed narrative description of your financial request

MJUSD's grant proposal is requesting \$125,000 for each of the next three years beginning in July 2013 to provide a School Readiness Project for the communities of Cedar Lane, Linda and Ella.

Describe any other sources of funding you anticipate utilizing and how they will be used to support your proposed project

MJUSD would invest approximately \$36,000 for each of the next three years, utilizing Medi-Cal Administrative Activities dollars in addition to (\$98K) for yearly In-Kind contributions related to custodial, facilities, nutritional services, fiscal and program oversight. The Medi-Cal funds would support one full-time (6 hours a day) Health Specialist that would be contracted for 196 days, including vacation days.

Describe specific staffing, including whether FFY funds will support full or part-time positions and the percentage of those salaries funded by the proposed grant and explain how supplantation restrictions are not violated, if these are not new positions (see page 4 for supplantation restrictions)

FFY funding would support three full-time (6 hours a day) Outreach Specialists that would be contracted for 196 days, including vacation days. The MJUSD proposal does not violate the Non-Supplantation policy for FFY.

Provide an amount and a reason for any advance of funds request

No advances funds are requested,

Explain how you plan to sustain this project at the end of the funding cycle

MJUSD is committed to the School Readiness Project and will continue to explore the utilization of Medi-Cal funds. Seeking additional grant opportunities will also assist in sustaining the School Readiness Project.

List any collaborative partners

Harmony Health Resource Center
Child Development Behavioral Specialist-YCOE
Peach Tree Health Clinic
Cedar Lane Elementary School
Linda Elementary School
Ella Elementary School

List any other grants you plan to apply for

MJUSD remains open to applying for grants to sustain this project.

Marysville Joint Unified School District
Board of Trustees

Mr. Jeff D. Boom, President

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Mr. Jim C. Flurry, Clerk

Mr. Frank J. Crawford, Trustee Representative

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SCOPE OF WORK WORKSHEET

PROJECT NAME: SCHOOL READINESS PROJECT

ORGANIZATION NAME AND CONTACT INFORMATION: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT – KATHY WOODS

Strategic Plan Outcome Area: Improve Systems of Care, Improve Family Functioning, Improve Child Development and Improve the Health of Children

Strategic Plan Strategies for Improve Systems of Care: 1.) Support Family Resource Centers to increase access to culturally appropriate services and to increase service coordination.

Strategic Plan Strategies for Improve Family Functioning: 1.) Support programs that aim to increase parent knowledge and build parental skills around child development and family success.

Strategic Plan Strategies for Improve Child Development: 1.) Support services that prepare children for school.

Strategic Plan Strategies for Improve the Health of Children: 1.) Support programs that promote healthy eating and physical activity. 2.) Support programs that increase access to oral health services.

Strategic Plan Indicators for Improve Systems of Care: 1.) Increase number of Family Resource Center services that are culturally and linguistically appropriate for the target population. 2.) Increase participation in the Family Resource Center services by families with children 0-5. 3.) Hold an annual meeting with one Family Resource Center and applicable schools. 4.) Increased number of families who receive comprehensive information and referral services from a Family Resource Center.

Strategic Plan Indicators for Improve Family Functioning: 1.) Increased number of culturally and linguistically appropriate services and informational resources for parents of children 0-5. 2.) Increased utilization of services by parents of children 0-5. 3.) Parents demonstrate improvement in knowledge, behavior, and attitudes related to child development.

Strategic Plan Indicators for Improve Child Development: 1.) Increased number of participation in school readiness services. 2.) Increased frequency and number of parent-child activities (e.g. singing songs, telling stories, reading, playing games, etc.) 3.) Increased number of and participation in family literacy activities. 4.) Increased frequency and number of families singing songs, telling stories, and reading to their children. 5.) Increased number of and participation in activities that encourage parental involvement in child's learning.

Strategic Plan indicators for Improve the Health of Children: 1.) Identification of community partners. 2.) Preparation of educational materials for distribution to parents. 3.) Increased number of children who went to the dentist or dental hygienist in the past year.

PROGRAM ACTIVITIES (HOW YOU DO IT? WHAT ACTIVITIES/STRATEGIES ARE PLANNED FOR THE YEAR TO ACHIEVE RELATED GRANT STRATEGIES AND INDICATORS? WHAT STEPS WILL BE COMPLETED TO ACCOMPLISH THE ACTIVITY/STRATEGY?)	PROCESS/PERFORMANCE MEASURES (HOW MANY YOU DID?) AND/OR OUTCOME MEASURES (WHO BENEFITS, HOW MUCH?)	DATA SOURCES, METHODS, DOCUMENTS (WHAT DOES SUCCESS LOOK LIKE FOR THIS ACTIVITY AND HOW WILL YOU GATHER INFORMATION TO DOCUMENT SUCCESS?)
Monthly parent meetings at each of the three school sites	10 monthly meetings per year with 20-50 parents attending meetings each month and at each school site	Improved parenting knowledge and behaviors. Tool: Event sign-in sheet and FFY Participant Count form
Weekly family literacy parent workshops. Weekly topical workshops	4-8 weekly workshops per month with 10-25 parents attending each week at each school site.	Improved parenting knowledge and behaviors. Tool: Event sign-in sheet and Participant Count Form FFY Workshop Feedback Form (for series only)
Parents as Teachers Home Visiting Program	30 core families visited 2 times per month	Improved parenting knowledge and behaviors. Tool: Case intake forms
Raising A Reader at the three preschool sites and with Parents as Teachers core families	172 preschool children and their families participate in Raising A Reader and 30 core children and	Increased frequency of reading at home. Tool: Pre and post Raising A Reader surveys and Participant Count

PROGRAM ACTIVITIES (HOW YOU DO IT? WHAT ACTIVITIES/STRATEGIES ARE PLANNED FOR THE YEAR TO ACHIEVE RELATED GRANT STRATEGIES AND INDICATORS? WHAT STEPS WILL BE COMPLETED TO ACCOMPLISH THE ACTIVITY/STRATEGY?)	PROCESS/PERFORMANCE MEASURES (HOW MANY YOU DID?) AND/OR OUTCOME MEASURES (WHO BENEFITS, HOW MUCH?)	DATA SOURCES, METHODS, DOCUMENTS (WHAT DOES SUCCESS LOOK LIKE FOR THIS ACTIVITY AND HOW WILL YOU GATHER INFORMATION TO DOCUMENT SUCCESS?)
	their families	forms
Community resource and referral	Families are provided service referrals	Improved family access to community services. Tool: Referral log
Comprehensive health screening: vision, hearing BMI and oral health	Health and developmental screenings provided for preschool and Parents as Teachers home visited children	Improved child access to health screening and access to dental programs. Tool: Health and referral log
Preschool and Kindergarten health access	Core children and preschool children are fully immunized and with health insurances at K entry	Improved child access to health insurance and immunizations. Tool: Health survey
Host annual meeting at the CLE, Linda and Ella Family Resource Centers	Stakeholders from each of the three Family Resource Centers	Improved collaboration between Family Resource Centers and schools. Tool: Event sign-in sheet and FFY Participant Count Form
Monthly healthy eating and physical activities to families	Monthly workshop at each site with 10-25 parents attending	Improved child access to health. Tool: Event sign-in sheet, Participant Count Form, FFY Workshop Feedback Form
Community resource and referral related to childhood obesity	Families are provided educational materials	Improved knowledge related to childhood obesity and access to health resources. Tool: Health and referral log

PROGRAM ACTIVITIES (How you do it? What activities/strategies are planned for the year to achieve related grant strategies and indicators? What steps will be completed to accomplish the activity/strategy?)	PROCESS/PERFORMANCE MEASURES (How many you did?) AND/OR OUTCOME MEASURES (Who benefits, how much?)	DATA SOURCES, METHODS, DOCUMENTS (What does success look like for this activity and how will you gather information to document success?)
Oral health access	Families are provided oral health information and service referrals	Improved knowledge related to oral health and access to oral care resources. Tool: Health and referral log
Monthly Multi-Disciplinary Team Meetings	School Readiness Staff, Family Resource Center Staff and school administrators participate in monthly Multi-Disciplinary Team meetings at each Family Resource Center	Increase service coordination. Tool: Multi-Disciplinary Team meeting agenda and Sign-in Sheet.

Marysville Joint Unified School District

Nutrition Services

Price Quote for Delivery of Dairy & Juice Items to 19 school sites

August 1, 2013 - July 31, 2014

				Crystal Creamery			Producers		
No.	Case Pack Size	Item	Approximate District Usage per Month (unit)	Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	
1	50/HPT	1% WHITE MILK	55,000	0.2098	\$11,539.00		0.2495	\$13,722.50	
2	50/HPT	NON FAT CHOCOLATE MILK	105,000	0.2074	\$21,777.00		0.2555	\$26,827.50	
3	50/HPT	NON FAT STRAWBERRY MILK	5,000	0.2084	\$1,042.00		0.2695	\$1,347.50	
4	HGL	BUTTERMILK	150	1.6891	\$253.37		1.8000	\$270.00	
5	5#	LF COTTAGE CHEESE	20	7.0830	\$141.66		7.9000	\$158.00	
6	5#	REAL SOUR CREAM	25	5.7820	\$144.55		6.5000	\$162.50	
7	QT	YOGURT, NONFAT, PLAIN	20	2.0050	\$40.10			\$0.00	No Bid
8	48/4oz	FLAVORED YOGURT IND.	3,600	0.2650	\$954.00		0.3500	\$1,260.00	
9	12/8oz	FLAVORED YOGURT IND.	2,000	0.5400	\$1,080.00		0.5500	\$1,100.00	12/6oz
10	75/4oz	ORANGE JUICE, 100%	70,000	0.1500	\$10,500.00		0.1650	\$11,550.00	
11	75/4oz	APPLE JUICE, 100%	80,000	0.1500	\$12,000.00		0.1650	\$13,200.00	
12	75/4OZ	BERRY/FRUIT PUNCH, 100%	20,000		\$0.00	No bid		\$0.00	No bid
13	50/6oz	ORANGE JUICE, 100%	2,000		\$0.00	No bid		\$0.00	No bid
14	50/6oz	APPLE JUICE, 100%	2,000		\$0.00	No bid		\$0.00	No bid
15	50/6OZ	BERRY/FRUIT PUNCH, 100%	2,000		\$0.00	No bid		\$0.00	No bid
16	1lb	BUTTER, QTRS	60	2.5005	\$150.03		2.0700	\$124.20	Market; weekly
17	DZ	EGGS	5	1.8200	\$9.10		1.5300	\$7.65	Market; weekly
				Monthly Price	\$59,630.81			\$69,729.85	
				Annual	\$596,308.05			\$697,298.50	

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

Sysco		
Price / Unit	Extended Price	
0.1670	\$9,185.00	Market
1.2560	\$131,880.00	Market
1.2560	\$6,280.00	Market
1.2560	\$188.40	Market
1.2560	\$25.12	Market
1.2560	\$31.40	Market
1.2560	\$25.12	Market
1.2560	\$4,521.60	Market
1.2560	\$2,512.00	Market
0.1670	\$11,690.00	Suncup
0.1670	\$13,360.00	Suncup
0.1670	\$3,340.00	Suncup
0.1670	\$334.00	Suncup
0.1670	\$334.00	Suncup
0.1670	\$334.00	Suncup
0.1670	\$10.02	Market
1.2560	\$6.28	Market

\$184,056.94

\$1,840,569.40

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June 4, 2013

Ms. Amber Watson
Marysville Joint Unified School District
12919 B Street
Marysville CA 95901

Re: Milk/Juice Bid

Dear Ms. Watson,

Crystal Creamery is pleased to be able to submit this bid for the Milk/Juice Bid for Marysville Joint Unified School District for the 2013 – 2014 school year and we look forward to the opportunity to continue to serve you.

The prices we have bid are based on June 2013 pricing, are bid on an all-or-none basis due to the costs of transportation, are based on our existing delivery schedule with the Marysville Joint Unified School District and are subject to change only if the cost of raw materials, labor or transportation costs change.

Sincerely,

Aimee Galindo
Commercial Controller
Foster Farms Dairy

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Nutrition Services

1919 B Street * Marysville, CA 95901

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

To All Interested Parties:

Attached, please find the **Milk/Juice Bid** for 2013-2014. Review the conditions of the bid and do not hesitate to call Amber Watson if you have any questions at (530) 749-6178. Remember to provide product code numbers if they differ from what is listed or are missing.

Completed bid packet is due by Friday, June 7, 2013 at or before 10:00:00 a.m. in Room 209. Bid packets will be opened at this time but not read out loud.

The following forms are attached and must be completed, signed and returned with bid (#14-1007); incomplete packets will not be considered:

- 1. Suspension and Debarment Certification**
- 2. Certification regarding Lobbying and Disclosure of Lobbying Activities**
- 3. Non-Collusion Affidavit**
- 4. List of Products with Pricing**
- 5. Electronic copy of Product List**

Thank you for your continued interest in the Marysville Joint Unified School District.

Sincerely,

Amber Watson, RD, SNS
Director of Nutrition Services

cc: Ramiro Carreon, Assistant Superintendent of Personnel Services
Kathy Cartwright, Director of Purchasing/Warehouse/Print Shop

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Nutrition Services
1919 B Street
Marysville, California 95901

Telephone (530) 749-6178

Fax (530) 741-7829

This is a formal bid on **DAIRY AND JUICE** (bid# 14-1007) for the Marysville Joint Unified School District (MJUSD) for the 2013-2014 school year. A bid packet may be obtained from the Nutrition Services Department or by calling, 530-749-6178. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Amber Watson – Nutrition Services, 1919 B Street, Marysville, CA 95901 on or before **Friday, June 7, 2013 at or before 10:00 a.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened on or about said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Amber Watson by email: awatson@mjuds.com, or fax: (530) 741-7829. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d).

The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

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

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

INSTRUCTIONS FOR RFP

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease quantities according to need. Quantities are for twelve (12) months, August 1, 2013 through July 31, 2014. The quantity provided is for information only and is not guaranteed.

2. Firm Prices

- The bid prices shall remain firm from **Aug 1, 2013 through July 31, 2014**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth at Section 25 of this contract.
- It is our understanding that prices are subject to increase and decrease as follows: **For any change in the Class 1, 2, 3, or 4 raw product costs, as established by the State of California, Department of Food and Agriculture, Bureau of Milk Stabilization, the corresponding cost change plus any labor costs will be passed through the affected C 1, 2, 3, or 4 products.**
- Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least 60 days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price increases/decreases must be submitted in writing to the MJUSD, Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Discounts

Any discounts, which the vendor desires to provide MJUSD, must be stated clearly in the bid itself so that MJUSD can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the quote form will not be considered by MJUSD in the determination of the lowest responsible bidder. Subject to cash discount of 30 %
30 days.

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

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

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5. Brand Name and Number

The vendor shall bid the brand name, item number, portion size, and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific brand, item number, portion size, and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Paragraph 5 except that they may be submitted after bid opening.

6. Quality of Materials and Services

The vendor/s certifies that all materials conform to all applicable requirements of CALOSHA and of all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

7. Samples

- a. Where the vendor quotes on a brand named as a standard of the quality and utility desired, a sample of the article will not be required unless specifically requested. If, however, the bid submitted is on any other brand or make than so named, a sample thereof must be furnished and is requested, or the bid on the article cannot legally be considered. Nutrient analysis information on alternate items is also required.
- b. Upon request, the vendor shall submit properly marked sample of items to the Nutrition Services Department, 1919 B Street, Marysville, California, 95901, unless otherwise specified.
- c. Samples of items when requested must be furnished free of expense to the school district and if not destroyed by tests will be returned, upon request at vendor's expense.

8. Sanitation

- a. Employee/s, equipment, and storage facilities of Supplier must meet federal, state, county, and city health code requirements.
- b. Inspection of warehousing facilities may be used to determine award of bid.
- c. County health permit must be posted in public view at warehousing facilities and must be approved for current year of operation.
- d. Supplier must present, upon request by MJUSD, written documents supporting routine pest control maintenance of all the warehousing facilities (refrigeration, freezers, dry storage, office, trucks, and/or other) by a certified pest control operator (PCO).

9. Quality Assurance and Control

- a. Products to be delivered at maximum 40 degree temperature.
- 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, yogurt and juice shall have **at least a ten day code date.**
- e. All products shall be free of off flavors or any other possible contamination.
- f. The vendor shall provide the District with quality USDA, FDA food products that have been

inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.

- g. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

10. Statement

The contractor/s shall render bills or statements to the Marysville Joint Unified School District, Nutrition Services Department, 1919 B Street, Marysville, California, 95901, following delivery of materials. The bill shall fully itemize and show the contract rate for each item furnished and the total charge therefore.

11. Billing

Vendor shall provide original monthly statements to the Nutrition Services Department for timely payment.

12. Withdrawal of Bid

- a. A vendor may withdraw bid by written confirmation prior to the time established for bid opening. Bid may not be withdrawn after the start of the bid opening.
- b. Unless otherwise required by law, no vendor may withdraw a bid for a period of sixty days after the date set for the opening thereof. (Public Contract Code sections 5100 et seq.)

13. Method of Pricing

Parties shall fill in the unit price after each item to be furnished in accordance with specification herein.

14. Basis of Award

- a. The District will evaluate the quote on each item and the total combined amount for furnishing the quantity listed.
- b. It is the intent of the Board of Trustees of the MJUSD to award the bid on the basis of service, quality, price and general adaptability for school food service use and in accordance with the specifications herein.
- c. One dairy vendor shall be awarded the bid for service between **August 1, 2013 and July 31, 2014**.
- d. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
- e. Awarded vendor will be required to enter into a contract with Marysville Joint Unified School District subject to Board approval.

15. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents.

16. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District and the vendor/s acceptance of these bid instructions and conditions.

17. Default by Bidder

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

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section 25 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

18. Attorneys' Fees

In the event of a dispute under this contract, the prevailing party shall be entitled to recover its attorneys' fees and costs from the other party.

19. Modification of Contract

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

20. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

21. Force Majeure Clause

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

22. Prevailing Law

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

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23. Governing Law and Venue

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

24. Permits and Licenses

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

25. Contract Documents

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

26. Cancellation Notice by Marysville Joint Unified School District

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

27. Special Requirements

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

28. Delivery

Dairy and juice shall be delivered DAILY to any of the school cafeterias of the MJUSD herein listed and any additional cafeterias established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services. Milk deliveries must have a local warehousing facility.

Dairy and juice shall be delivered in quantities ordered by the individual school sites. Orders will be subject to adjustment. Dairy and juice shall be delivered to school cafeterias no later than 10:00 a.m. daily. Vendor must have the ability to provide back-up service in enclosed refrigerated trucks in case of truck break down or other emergency.

When the delivery is made, two copies of itemized delivery tag must be left with the Nutrition Service Site Manager or designee. Any information regarding shorted items/orders must be forwarded directly to Nutrition Services **prior to delivery** at the following phone number: 530-749-6178. Any issues/changes on deliveries or other emergency communications shall be reported directly to Nutrition Services by the vendor's authorized representative at the aforementioned phone number. Delivery of dairy and juice on this contract begins on August 1, 2013 ends July 31, 2014.

29. Points of Delivery

Arboga Elementary	1686 Broadway	Olivehurst 95961
Browns Valley Elementary	9555 Browns Valley School Rd	Browns Valley 95918
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Cordua Elementary	2830 Highway 20	Marysville 95901
Covillaud Elementary	628 F Street	Marysville 95901
Dobbins Elementary	Dobbins School Lane	Dobbins 95935
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Foothill Intermediate	5351 Fruitland Road	Marysville 95901
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Loma Rica Elementary	5150 Fruitland Road	Marysville 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Feather Elementary	18008 Oregon Hill Road	Challenge 95925
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

30. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder). Indicate whether prices will be extended for any further purchases:

X Yes _____ No

31. Piggyback Clause

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

32. Emergency Response and Delivery System

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

33. Bid Opening

Bid packets will be opened but not read Friday, June 7, 2013 at or before 10:00 a.m. Parties that submitted a bid may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

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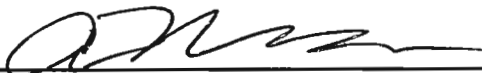
34. Required Documents: Each bidder must return with this bid packet a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **Excel bid worksheet on hard copy.** An electronic copy must also be provided. A disk may be enclosed with documents or it may be sent separately via email to awatson@mjustd.com.
- e. All documents, including the electronic worksheet must be received by the closing date and time: Friday, June 7, 2013, 10:00 a.m.

COMPANY NAME: Crystal Creamery

ADDRESS: 529 Kansas Ave

PHONE #: (209) 576-2301 FAX #: (209) 576-3437

AUTHORIZED AGENT SIGNATURE: 

DATE: 6/3/13

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U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

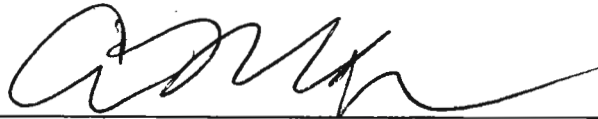
Crystal Creamery
Organization Name

PR/Award Number or Project Name

Aimee Galindo

Comm. Controller

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



Signature(s)

6/4/13

Date

Instructions for Certification

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

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: <input checked="" type="radio"/> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: <input checked="" type="radio"/> a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: <input checked="" type="radio"/> a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Crystal Creamery 529 Kansas Ave Modesto CA 95351 Prime Subawardee Tier _____, if known Congressional District, if known:		• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:
• Federal Department/Agency: N/A	• Federal Program Name/Description: CFDA Number, if applicable: N/A	
• Federal Action Number, if known: N/A	• Award Amount, if known: \$ _____	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): N/A	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual _____ planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred	

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• Form of Payment (check all that apply):
Cash
In-kind; specify: N/A
Nature _____
Value _____

Other; specify: _____

• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:

N/A

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____

Date: 6/4/13

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

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INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

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NOTICE TO BIDDERS

Marysville Joint Unified School District is seeking qualified vendors to participate in submitting food bids for the 2013-2014 school year for the Nutrition Services Department. Milk/Juice #14-1007, Grocery, Paper and Cleaning Supplies #14-1008, Bread #14-1009, Produce #14-1010.

All bids are due on or before 10:00am on Friday, June 7th, 2013. Bids must be submitted to MJUSD Nutrition Services Department, Room 209, 1919 B Street, Marysville, CA 95901.

Please call Amber Watson for bid documents or further questions: 530-749-6178.

May 24 & 31, 2013

Ad #00155136

NONCOLLUSION AFFIDAVIT

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

STATE OF CALIFORNIA)

County of Stanislaus)

Amee M. Galindo, after first being by me duly sworn,
declares that:

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

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


Signature of Bidder

Subscribed and sworn before me by Lorraine J. Tash

this 4th day of June, 2013

(SEAL)


NOTARY PUBLIC

(Pub. Contract Code 7106)

68

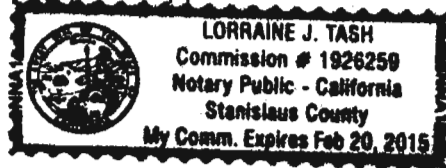
Attached CA Compliant Jurat form - Lash

06/02

State of California
County of Stanislaus

Subscribed and sworn to (or affirmed) before me on this 4th
day of June, 2013, by Aimee M. Galindo

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



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Lorraine J. Tash", written over a horizontal line.

Amber Watson

From: Aimee Galindo <agalindo@crystalcreamery.com>
Sent: Friday, June 07, 2013 9:57 AM
To: Amber Watson
Subject: [SCANNED] Marysville USD Bid 2013-2014.pdf
Attachments: Marysville USD Bid 2013-2014.pdf

2013-2014 bid.

Thanks,
Aimee



Aimee Galindo
Director of FP&A
Phone: (209) 576-2301
E-mail: agalindo@crystalcreamery.com

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachment(s) is intended only for the use of the intended recipient and is non- public in nature and should be considered confidential. If any reader of this communication is not the intended recipient, unauthorized use, disclosure, dissemination or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return e-mail, and delete the original message and all copies from your system and promptly destroy any copies made of this electronic message.

Marysville Joint Unified School District
Nutrition Services

Price Quote for Delivery of Dairy & Juice Items to 19 school sites
August 1, 2013 - July 31, 2014

Supplier: Crystal Creamery

Signature: [Signature]

Printed Name: Annee Galindo

Date: 6/4/13

No.	Case Pack Size	Item	Approximate District Usage per Month (unit)	Code #	Price / Unit	Office Use	Comments
1	50/HPT	1% WHITE MILK	55,000	160088	.2098		
2	50/HPT	NON FAT CHOCOLATE MILK	105,000	160114	.2074		
3	50/HPT	NON FAT STRAWBERRY MILK	5,000	160120	.2084		
4	HGL	BUTTERMILK	150	160205	1.6891		
5	5#	LF COTTAGE CHEESE	20	160357	7.083		
6	5#	REAL SOUR CREAM	25	160180	5.782		
7	QT	YOGURT, NONFAT, PLAIN	20	160580	2.005		
8	48/4oz	FLAVORED YOGURT IND.	3,600	15210	.265		
9	12/8oz	FLAVORED YOGURT IND.	2,000	15230	.54		
10	75/4oz	ORANGE JUICE, 100%	70,000	160294	.15		
11	75/4oz	APPLE JUICE, 100%	80,000	160297	.15		
12	75/4OZ	BERRY/FRUIT PUNCH, 100%	20,000				
13	50/6oz	ORANGE JUICE, 100%	2,000				
14	50/6oz	APPLE JUICE, 100%	2,000				
15	50/6OZ	BERRY/FRUIT PUNCH, 100%	2,000				
16	1lb	BUTTER, QTRS	60	160300	2.5005		
17	DZ	EGGS	5	57162	1.82		

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

Marysville Joint Unified School District
Nutritional Services

Price Quote for Delivery of Fresh Fruits & Vegetables to 16 Sites
August 1, 2013 through July 31, 2014

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Pro Pacific Fresh			Rohrer Bros			Sysco		
					Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments
	Apples, Eating Size 125												
FV1	Red Delicious type	40 lb.	year round		\$20.65			22.75			\$ 29.71		MARKET
FV2	Gold Delicious type	40 lb.	year round		\$20.65			22.75			\$ 29.71		MARKET
FV3	Fuji type	40 lb.	seasonal	250	\$20.65	\$5,162.50		22.75	\$5,687.50		\$ 26.36	\$6,590.00	SPO. MARKET
	Apples, Eating Size 175												
FV4	Red Delicious type	40 lb.	year round		No bid			21.75			\$ 27.66		MARKET
FV5	Gold Delicious type	40 lb.	year round		No bid			21.75			\$ 15.42		SPO. MARKET
FV6	Fuji type	40 lb.	seasonal		No bid			21.75			NO BID		
	Apples, Eating Size 198												
FV7	Red Delicious type	40 lb.	year round		\$20.65			21.75			NO BID		
FV8	Gold Delicious type	40 lb.	year round		\$20.65			21.75			NO BID		
FV9	Fuji type	40 lb.	seasonal	760	\$20.65	\$15,694.00		21.75	\$16,530.00		NO BID		
FV10	Banana, Petite	150 count	year round	1680	\$18.95	\$31,836.00		19.50	\$32,760.00		\$ 20.93	\$35,162.40	MARKET
FV11	Broccoli Florets, precut	3 lb. pack	year round	1320	\$4.35	\$5,742.00		4.50	\$5,940.00		\$ 4.98	\$6,576.90	MARKET
FV12	Cantaloupe	case	seasonal	75	\$12.75	\$956.25		14.00	\$1,050.00		\$ 14.84	\$1,113.00	MARKET
FV13	Carrots, mini, whole, peeled	1 lb. bag	year round	2500	\$0.85	\$2,125.00		0.80	\$2,000.00		\$ 0.62	\$1,545.83	SPO. MARKET
FV14	Carrots, pre-cut sticks, TAMS	5 lb. bag	year round	250	\$7.50	\$1,875.00		8.95	\$2,237.50		\$ 8.42	\$2,105.00	MARKET
FV15	Carrots, shredded	5 lb. bag	year round	10	\$5.35	\$53.50		4.75	\$47.50		\$ 4.16	\$41.60	MARKET
FV16	Carrots, snack pak	100/2.6 oz	year round	2500	\$20.95	\$52,375.00		21.20	\$53,000.00		NO BID		
FV17	Cauliflower, florette	3 lb. bag	year round	30	\$7.50	\$225.00		9.00	\$270.00		\$ 8.20	\$246.00	MARKET
FV18	Celery Sticks, precut TAMS	5 lb. bag	year round	500	\$7.50	\$3,750.00		7.00	\$3,500.00		\$ 6.68	\$3,340.00	MARKET
FV19	Celery Sticks, diced 3/8" TAMS	5 lb. bag	year round	115	\$7.00	\$805.00		7.00	\$805.00		NO BID		
FV20	Cilantro	bunch	year round	200	\$0.50	\$100.00		0.45	\$90.00		\$ 0.87	\$174.00	MARKET
FV21	Coleslaw	5 lb. bag	year round	10	\$2.95	\$29.50		4.00	\$40.00		NO BID		
FV22	Cucumbers	each	year round	8000	\$0.40	\$3,200.00		0.45	\$3,600.00		\$ 1.22	\$9,786.67	MARKET
FV23	Grapes Lunch Bunch	case	seasonal	500	\$21.95	\$10,975.00		26.55	\$13,275.00		\$ 30.97	\$15,485.00	MARKET
FV24	Grapes Snack Pack	21 lb. box	seasonal	1000	\$21.95	\$21,950.00		26.55	\$26,550.00		\$ 20.94	\$20,940.00	MARKET
FV25	Jicama, pre-cut sticks TAMS	5 lb bag	year round	1500	\$9.95	\$14,925.00		9.90	\$14,850.00		NO BID		
FV26	Kiwifruit	V.F. Bulk	seasonal	40	\$16.95	\$678.00		18.75	\$750.00		\$ 27.12	\$1,084.80	MARKET

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Marysville Joint Unified School District
Nutritional Services
Price Quote for Delivery of Fresh Fruits & Vegetables to 16 Sites
August 1, 2013 through July 31, 2014

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Pro Pacific Fresh			Rohrer Bros			Sysco		
					Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments
FV27	Lemon	each	year round	500	\$0.35	\$175.00		0.30	\$150.00		\$ 0.69	\$344.17	SPO; MARKET
FV28	Lettuce, Romaine/blend	5 lb. bag	year round	2000	\$3.50	\$7,000.00		3.90	\$7,800.00		\$ 4.56	\$9,125.00	MARKET
	Lettuce, Romaine chopped	5 lb. bag	year round	30	\$2.65	\$198.75	2#bag	6.05	\$181.50				
FV29	Lettuce, shredded	5 lb. bag	year round	1200	\$2.95	\$3,540.00		3.43	\$4,116.00		\$ 3.33	\$3,990.00	MARKET
FV30	Limes	each	year round	600	\$0.25	\$150.00		0.20	\$120.00		\$ 1.03	\$620.00	MARKET
FV31	Mushroom, Medium	pound	year round	100	\$2.75	\$275.00		1.75	\$175.00		\$ 0.82	\$81.50	MARKET
FV32	Nectarine, size 88-96	case	seasonal	200	\$20.75	\$4,150.00		16.45	\$3,290.00		\$ 16.92	\$3,384.00	SPO; MARKET
FV33	Onions, yellow	pound	year round	25	\$0.40	\$10.00		0.30	\$7.50		\$ 0.24	\$6.05	MARKET
FV34	Onions, yellow diced	5 lb bag	year round	50	\$6.50	\$325.00		7.75	\$387.50		\$ 1.28	\$64.10	MARKET
FV35	Onions, Red	pound	year round	30	\$0.60	\$18.00		0.50	\$15.00		\$ 0.65	\$19.39	MARKET
FV36	Onions, red sliced	5 lb bag	year round	15	\$10.75	\$161.25		10.00	\$150.00		\$ 8.70	\$130.50	MARKET
FV37	Onions, green	bunch	year round	300	\$0.40	\$120.00		0.40	\$120.00		\$ 0.35	\$103.67	MARKET
FV38	Oranges, Navel, size 138 Choice	40 lb. case	year round	650	\$13.65	\$8,872.50		14.00	\$9,100.00		\$ 11.96	\$7,774.00	SPO; MARKET
FV39	Orange, Valencia size 138 Choice	40 lb case	year round	300	\$13.65	\$4,095.00		14.00	\$4,200.00		\$ 19.54	\$5,862.00	MARKET
FV40	Peach, size 80	case	seasonal	100	\$19.65	\$1,965.00		18.45	\$1,845.00		NO BID		
FV41	Pears, Anjou size 150	40 lb. case	seasonal	300	\$19.75	\$5,925.00		20.50	\$6,150.00		NO BID		
FV42	Pears, Bartlett size 150	40 lb. case	seasonal	200	\$19.75	\$3,950.00		20.50	\$4,100.00		NO BID		
FV43	Pepper, Green Bell	lb	year round	250	\$0.75	\$187.50		0.65	\$162.50		\$ 0.74	\$185.30	MARKET
FV44	Pepper, Red Bell	lb	year round	200	\$1.25	\$250.00		1.00	\$200.00		\$ 1.12	\$224.80	MARKET
FV45	Pepper, Yellow Bell	lb	year round	50	\$1.95	\$97.50		1.90	\$95.00		\$ 1.19	\$59.46	MARKET
FV46	Peppercini	5 gal	year round	20	\$20.95	\$419.00		32.00	\$640.00		\$ 33.96	\$679.20	MARKET
FV47	Pickle - Dill Crinkle cut 5/16	#	year round	60	\$20.95	\$1,257.00		30.25	\$1,815.00		\$ 0.02	\$1.09	MARKET
FV48	Pickle - Spear 425ct	#	year round	60	\$21.95	\$1,317.00		31.80	\$1,908.00		\$ 0.07	\$4.06	MARKET
FV49	Pineapple, fresh, 7 count	single layer	seasonal	100	\$14.75	\$1,475.00		15.50	\$1,550.00		\$ 15.08	\$1,508.00	MARKET
FV50	Plums, Black size 45-50	case	seasonal	200	\$21.75	\$4,350.00		22.00	\$4,400.00		NO BID		
FV51	Potato, Russet 80ct	lb	year round	15	\$0.50	\$7.50		0.35	\$5.25		\$ 0.26	\$3.91	MARKET
FV52	Spinach, cleaned, cello pack	2.5 lb. bag	year round	600	\$3.95	\$2,370.00		3.75	\$2,250.00		\$ 3.66	\$2,194.50	MARKET
FV53	Squash, zucchini	lb	year round	150	\$0.60	\$90.00		0.75	\$112.50		\$ 0.78	\$117.00	MARKET

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**Price Quote for Delivery of Fresh Fruits & Vegetables to 16 Sites
August 1, 2013 through July 31, 2014**

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FreshPoint		
Price / Unit	Extended Price	Comments
\$ 24.00		
\$ 24.00		
\$ 24.00	\$6,000.00	
\$ 24.00		
\$ 24.00		
\$ 24.00		
\$ 24.00		
\$ 24.00		
\$ 24.00	\$18,240.00	
\$ 22.50	\$37,800.00	
\$ 5.25	\$6,930.00	
\$ 19.00	\$1,425.00	
\$ 3.75	\$1,875.00	5#
\$ 5.75	\$1,437.50	
\$ 4.50	\$45.00	
\$ 23.85	\$59,625.00	100/3oz
\$ 5.75	\$172.50	
\$ 8.75	\$4,375.00	
\$ 7.50	\$862.50	
\$ 4.95	\$165.00	6ct
\$ 3.75	\$37.50	
\$ 2.25	\$18,000.00	
\$ 23.00	\$11,500.00	
\$ 49.00	\$49,000.00	
\$ 12.50	\$18,750.00	
\$ 23.50	\$940.00	

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FreshPoint			
Price / Unit	Extended Price	Comments	
\$ 4.75	\$197.92	12ct	
\$ 6.50	\$13,000.00		
\$ 6.50	\$195.00		
\$ 3.90	\$4,680.00		
\$ 6.00	\$360.00	5#	
\$ 3.75	\$375.00		
\$ 22.50	\$4,500.00		
\$ 3.25	\$16.25	5#	
\$ 4.00	\$200.00		
\$ 5.00	\$30.00	5#	
\$ 9.25	\$138.75		
\$ 3.50	\$175.00	6ct	
\$ 19.75	\$12,837.50		
\$ 19.75	\$5,925.00		
\$ 18.00	\$1,800.00		
\$ 27.00	\$8,100.00		
\$ 27.00	\$5,400.00		
\$ 5.50	\$275.00	5#	
\$ 6.75	\$270.00	5#	
\$ 7.65	\$76.50	5#	
NA			
NA			
NA			
\$ 18.50	\$1,850.00		
\$ 23.50	\$4,700.00		
\$ 0.40	\$6.00		
\$ 4.75	\$2,850.00		
\$ 6.25	\$187.50	5#	

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FreshPoint		
Price / Unit	Extended Price	Comments
\$ 18.00	\$1,800.00	
\$ 23.25	\$1,162.50	
\$ 23.25	\$1,162.50	
\$ 46.00	\$2,300.00	
\$ 23.25	\$581.25	
\$ 5.25	\$1,050.00	5#
\$ 1.50	\$75.00	
\$ 7.75	\$5,812.50	
	\$319,269.17	

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June 6, 2013

Marysville Joint Unified School District
Attn: Amber Watson, Director of Nutrition Services
1919 B Street, Room 209
Marysville, CA 95901

Dear Mrs. Watson:

We thank you for allowing us to participate in your bidding process this year. Please read below for information regarding your bid's pricing. If you have any questions or concerns about the bid, deliveries or ordering information, please contact your school specialists/sales representatives Lester Abernathy and Shannon Fife.

Lester Abernathy
labernathy@propacificfresh.com
Office: (530) 893-0596 ext. 4614
Cell: (530) 518-7911

Shannon Fife
sfife@propacificfresh.com
Office: (530) 893-0596 ext. 4608
Cell: (530) 521-3967

Fax for both: (530) 893-0679

Clauses and Pricing:

Please read through clauses below for a better understanding. Pro Pacific will always send letters informing customers of any price changes.

'Act Of God' Clause: We do our best to evaluate pricing for the year but pricing may fluctuate due to the 'contract triggers' which vary from item to item. School fruits, such as apples, oranges and many others are weather sensitive per growing region where the fruit is produced. Items such as the Ready Set Serve Salad products are also greatly affected by these changes in weather. Pricing is based on not only weather conditions of growing areas but, also volume and market conditions of each product. Examples of these pricing letters are included with the bid, directly following this letter.

Material/Energy Clause: The price list in this proposal is based on the current costs from our suppliers. These costs include but are not limited to fuel, utilities, packaging materials and/or components. Should the cost of any of these materials increase to a level that impacts the program negatively, the price will be adjusted to reflect the increase. This pricing will be reviewed at a minimum on a bi-annual basis. Any such increase will be effective within 7 days of the written notice of the price adjustment communicated to Pro Pacific Fresh.

Deliveries/Ordering:

Deliveries will be made to specifications of the bid unless otherwise noted in written documentation either from Pro Pacific Fresh or the bidding agency. Any questions or concerns should be directed to the school specialists listed above. Orders are to be placed before the scheduled delivery day in bid contract for each customer. Online orders, during the week (Monday through Friday) must be placed before 3:00pm of the previous day. Any orders received over the weekend will not ship. Phone orders are always accepted and must be placed before 4:30pm each day, Monday through Friday.

Bid Notes:

This is a legend for any bid notes. Please read through and contact either representative above with questions.

Mkt~ Market
WG~ Whole Grain
WW~ Whole Wheat
SO~ Special Order
FRZ~ Frozen

LF~ Low Fat
IW~ Individually Wrapped
NF~ Non Refrigerated
Sli~ Sliced

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EXAMPLE ONLY

Important: Please read as it affects all Pro Pacific customers...

During this time pricing for the Red, Green and Lunch Bunch Grapes is high and will remain so for the next several weeks. Availability will be limited for the next few weeks as well. The information provided below will explain in more detail. We apologize for the inconvenience and will let you know as things change.

Please keep in mind that we do have other fruit that is available during this time:

- **Minneolas**
- **Red Pears**
- **Tangerines**
- **Satsumas**
- **Kiwis**
- **Bananas**

Subject: UPDATE: Grapes



UPDATE: GRAPES

January 9, 2013

Markon First Crop (MFC) Lunch Bunch Grapes are not available; Field Select is being substituted.

The California grape season has ended. Supplies from the California Lunch Bunch storage crop are no longer available. Shipments from Chile have been delayed; poor weather and slow production have caused an industry-wide shortage. Expect prices to continue to rise. New crop Chilean Lunch Bunch grape availability will be sporadic through the end of January.

Green and Red Seedless

- California storage stocks will ship through next week
 - Low volume continues to drive up prices for both varieties
 - Quality is good: discoloration, mildew, and shatter are occasional problems
 - Flavor is sweet
- Limited quantities of Chilean green and red seedless bags are on the market
 - Quality is good: flavor is sweet
 - Markon will begin shipping bags of Chilean seedless fruit the week of January 14
 - Expect high prices
 - Grape size will be small, but will increase by mid-February



Lunch Bunch

- **MFC Lunch Bunch Grapes are not available; Field Select is being substituted**
- The California storage season has ended
 - Lunch Bunch volume is extremely low on the West Coast; prices are high
 - Thursday and Friday orders will be subject to allocation
- The first shipments of Chilean Lunch Bunch supplies have been delayed
 - An early season drought in Northern Chile has led to low production levels
 - Recent rain has further delayed harvesting
 - Vessels are remaining in ports longer than normal to fill open cargo space (7-10 day trip to California)
- Chilean Lunch Bunch grapes will not be available until Wednesday, January 16
 - 18-pound bagged grapes (not pre-portioned) may be substituted
 - Berry size is small due to the lack of water during the growth stages
- Supplies will remain very limited into February
- **MFC Lunch Bunch Grapes in 21-pound packs will start shipping the week of February 11**

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**** Please contact your sales representatives for any further information or questions.

Lester Abernathy, Cell (530) 518-7911, labernathy@propacificfresh.com
Shannon Fife, (530) 893-0596 ext. 4608, sfife@propacificfresh.com

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EXAMPLE ONLY

Important: Please read as this affects all Pro Pacific Fresh Customers....

With the weather being at freezing temperatures, the price of Romaine Lettuce, Broccoli Florets, and Cauliflower Florets is going up. Availability will also be limited during this time. Prices for most will be in the high thirties. Many of you who have contact pricing on these items will still see the price increase. We apologize for the inconvenience and will let you know as soon as things go back to normal. See below for details. Thank you.

Subject: UPDATE: RSS Romaine, Broccoli Florets, Cauliflower Floret Contract Triggers



UPDATE: READY-SET-SERVE (RSS) ROMAINE, BROCCOLI FLORETS, AND CAULIFLOWER FLORET CONTRACT TRIGGERS
January 9, 2013

This week's elevated romaine prices have reached RSS contract trigger levels. Many commodity supplies will remain limited for the next several weeks.

- Prices for RSS romaine salads, broccoli florets, and cauliflower florets will be increased Monday, January 14
- Romaine quality is decreasing; yields continue to reduce, while demand remains strong
- Processors must harvest more acreage to meet yield requirements
- Items will trigger \$1.00-\$3.00, depending on the pack size
- Below are the affected items

Item	Pack	Increase
ROMAINE CHOPPED	6/2#	\$ 3.00
ICBL/ROM 80/20 PREMIX	4/5#	\$ 1.00
SHRED LETTUCE	4/5#	\$ 3.00
SALAD TOSSED 3-WAY	4/5#	\$ 3.00
BROCCOLI FLORETS	4/3#	\$ 3.00
CAULIFLOWER FLORETS	2/3#	\$ 2.00

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Marysville Joint Unified School District

Nutrition Services

1919 B Street * Marysville, CA 95901

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

To All Interested Parties:

Attached, please find the **Produce Bid** for 2013-2014. Review the conditions of the bid and do not hesitate to call Amber Watson if you have any questions at (530) 749-6178. Remember to provide product code numbers if they differ from what is listed or are missing.

Completed bid packet is due by Friday, June 7, 2013 at or before 10:00:00 a.m. in Room 209. Bid packets will be opened at this time but not read out loud.

The following forms are attached and must be completed, signed and returned with bid (#14-1010); incomplete packets will not be considered:

- 1. Suspension and Debarment Certification**
- 2. Certification regarding Lobbying and Disclosure of Lobbying Activities**
- 3. Non-Collusion Affidavit**
- 4. List of Products with Pricing**
- 5. Electronic copy of Product List**

Thank you for your continued interest in the Marysville Joint Unified School District.

Sincerely,

Amber Watson, RD, SNS
Director of Nutrition Services

cc: Ramiro Carreon, Assistant Superintendent of Personnel Services
Kathy Cartwright, Director of Purchasing/Warehouse/Print Shop

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Nutrition Services
1919 B Street
Marysville, California 95901

Telephone (530) 749-6178

Fax (530) 741-7829

This is a formal bid on **FRESH PRODUCE** (bid# 14-1010) for the Marysville Joint Unified School District (MJUSD) for the 2013-2014 school year. A bid packet may be obtained from the Nutrition Services Department or by calling, 530-749-6178. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Amber Watson – Nutrition Services, 1919 B Street, Marysville, CA 95901 on or before **Friday, June 7, 2013 at or before 10:00 a.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened on or about said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Amber Watson by email: awatson@mjuds.com, or fax: (530) 741-7829. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d).

The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

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

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

INSTRUCTIONS FOR RFP

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease quantities according to need. Quantities are for twelve (12) months, August 1, 2013 through July 31, 2014. The quantity provided is for information only and is not guaranteed.

2. Prices

- The bid period is from **Aug 1, 2013 through July 31, 2014**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth at Section 25 of this contract.
- Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least 60 days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price increases/decreases must be submitted in writing to the MJUSD, Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- A response to any specific item of this bid with terms such as “negotiable,” “will negotiate,” or similar, will be deemed non-responsive to that specific item.

3. Discounts

Any discounts, which the vendor desires to provide MJUSD, must be stated clearly in the bid itself so that MJUSD can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the quote form will not be considered by MJUSD in the determination of the lowest responsible bidder. Subject to cash discount of _____%
_____ days. *None*.

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

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

5. Product Specification

The vendor shall bid the portion size and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended

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and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Paragraph 5 except that they may be submitted after bid opening.

6. Quality of Materials and Services

The vendor/s certifies that all materials conform to all applicable requirements of CALOSHA and of all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

7. Samples

- a. Upon request, the vendor shall submit properly marked sample of items to the Nutrition Services Department, 1919 B Street, Marysville, California, 95901, unless otherwise specified.
- b. Samples of items when requested must be furnished free of expense to the school district and if not destroyed by tests will be returned, upon request at vendor's expense.

8. Sanitation

- a. Employee/s, equipment, and storage facilities of Supplier must meet federal, state, county, and city health code requirements.
- b. Inspection of warehousing facilities may be used to determine award of bid.
- c. County health permit must be posted in public view at warehousing facilities and must be approved for current year of operation.
- d. Supplier must present, upon request by MJUSD, written documents supporting routine pest control maintenance of all the warehousing facilities (refrigeration, dry storage, office, trucks, and/or other) by a certified pest control operator (PCO).

9. Quality Assurance and Control

- a. Processed products shall be delivered at maximum 40 degree temperature.
- 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. Products bearing an expiration date/shelf life requirement shall meet the following requirements at the time of delivery:
 - i. Semi-perishable items shall have a minimum of ten days shelf life remaining.
 - ii. Non-perishable items shall have a minimum of thirty days shelf life remaining.
- e. All products shall be free of off flavors or any other possible contamination.
- f. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- g. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

10. Statement

The contractor/s shall render bills or statements to the Marysville Joint Unified School District, Nutrition Services Department, 1919 B Street, Marysville, California, 95901, following delivery of materials. The bill shall fully itemize and show the contract rate for each item furnished and the total charge therefore.

11. Billing

Vendor shall provide original monthly statements to the Nutrition Services Department for timely payment.

12. Withdrawal of Bid

- a. A vendor may withdraw bid by written confirmation prior to the time established for bid opening. Bid may not be withdrawn after the start of the bid opening.
- b. Unless otherwise required by law, no vendor may withdraw a bid for a period of sixty days after the date set for the opening thereof. (Public Contract Code sections 5100 et seq.)

13. Method of Pricing

Parties shall fill in the unit price after each item to be furnished in accordance with specification herein.

14. Basis of Award

- a. The District will evaluate the quote on each item and the total combined amount for furnishing the quantity listed.
- b. It is the intent of the Board of Trustees of the MJUSD to award the bid on the basis of service, quality, price and general adaptability for school food service use and in accordance with the specifications herein.
- c. One vendor shall be awarded the bid for service between **August 1, 2013 and July 31, 2014**.
- d. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
- e. Awarded vendor will be required to enter into a contract with Marysville Joint Unified School District subject to Board approval.

15. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents.

16. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District and the vendor/s acceptance of these bid instructions and conditions.

17. Default by Bidder

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

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section 25 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the

contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

18. Attorneys' Fees

In the event of a dispute under this contract, the prevailing party shall be entitled to recover its attorneys' fees and costs from the other party.

19. Modification of Contract

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

20. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

21. Force Majeure Clause

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

22. Prevailing Law

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

23. Governing Law and Venue

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

24. Permits and Licenses

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

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25. Contract Documents

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

26. Cancellation Notice by Marysville Joint Unified School District

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

27. Special Requirements

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

28. Delivery

Weekly deliveries shall be made to any of the school cafeterias of the MJUSD herein listed and any additional cafeterias established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.

Produce items shall be delivered in quantities ordered by the individual school sites. Orders will be subject to adjustment. Deliveries shall be weekly on either Monday or Tuesday morning between the hours of 5:30am and 10:00am (final delivery day will be determined upon bid award). Vendor must have the ability to provide back-up service in enclosed refrigerated trucks in case of truck break down or other emergency.

When the delivery is made, two copies of itemized delivery tag must be left with the Nutrition Service Site Manager or designee. Any information regarding shorted items/orders must be forwarded directly to Nutrition Services **prior to delivery** at the following phone number: 530-749-6178. Any issues/changes on deliveries or other emergency communications shall be reported directly to Nutrition Services by the vendor's authorized representative at the aforementioned phone number. Delivery of produce on this contract begins on August 1, 2013 ends July 31, 2014.

29. Points of Delivery

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

30. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder). Indicate whether prices will be extended for any further purchases:

☒ Yes ☐ No

31. Piggyback Clause

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

32. Emergency Response and Delivery System

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

33. Bid Opening

Bid packets will be opened but not read Friday, June 7, 2013 at or before 10:00 a.m. Parties that submitted a bid may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

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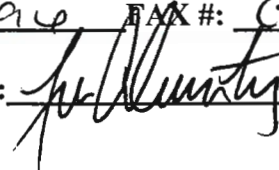
34. Required Documents: Each bidder must return with this bid packet a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **Excel bid worksheet on hard copy. An electronic copy must also be provided.** A disk may be enclosed with documents or it may be sent separately via email to awatson@mjuds.com.
- e. All documents, including the electronic worksheet must be received by the closing date and time: Friday, June 7, 2013, 10:00 a.m.

COMPANY NAME: Pro Pacific Fresh

ADDRESS: 70 Pepsi Way, Durham, CA 95938

PHONE #: (530) 893-0594 FAX #: (530) 893-0679

AUTHORIZED AGENT SIGNATURE: 

DATE: 6/06/13

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U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

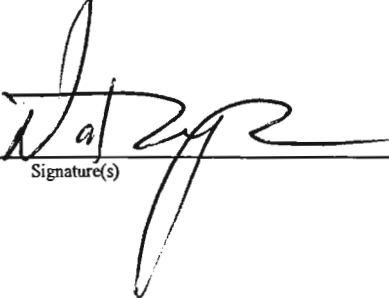
ProPacific Fresh

Organization Name

PR/Award Number or Project Name

Executive VP of Sales and Marketing

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



Signature(s)

6-5-13

Date

Instructions for Certification

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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. Contract <i>n/a</i> b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award <i>n/a</i>	3. Report Type: a. Initial filing <i>n/a</i> b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: <i>n/a</i> Prime Subawardee Tier _____, if known Congressional District, if known:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <i>n/a</i> Congressional District, if known:	
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable: <i>n/a</i>	
• Federal Action Number, if known:	• Award Amount, if known: \$ <i>n/a</i>	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>n/a</i>	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>n/a</i>	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned <i>n/a</i>		• Type of Payment (check all that apply): Retainer One-time fee Commission <i>n/a</i> Contingent fee Deferred

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• Form of Payment (check all that apply):
Cash
In-kind; specify:
Nature _____
Value _____

Other; specify: _____

• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Nate Parks

Print Name: Nate Parks

Title: Executive VP of Sales and Marketing

Telephone No: (530) 893-0596 Date: 6-5-13

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

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NONCOLLUSION AFFIDAVIT

TO BE EXECUTED
BY THE BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

County of Butte)

Shannon C. Fife, after first being by me duly sworn,
declares that:

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

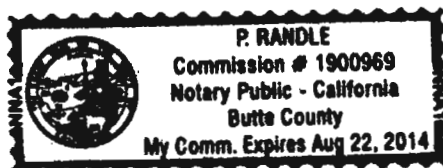
I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

[Signature]
Signature of Bidder

Subscribed and sworn before me by P. Randle

this 4th day of June, 20 13

(SEAL)



P. Randle
NOTARY PUBLIC

NOTICE TO BIDDERS

Marysville Joint Unified School District is seeking qualified vendors to participate in submitting food bids for the 2013-2014 school year for the Nutrition Services Department. Milk/Juice #14-1007, Grocery, Paper and Cleaning Supplies #14-1008, Bread #14-1009, Produce #14-1010.

All bids are due on or before 10:00am on Friday, June 7th, 2013. Bids must be submitted to MJUSD Nutrition Services Department, Room 209, 1919 B Street, Marysville, CA 95901.

Please call Amber Watson for bid documents or further questions: 530-749-6178.

May 24 & 31, 2013

Ad #00155136

Amber Watson

From: Shannon C. Fife <sfife@propacificfresh.com>
Sent: Friday, June 07, 2013 9:21 AM
To: Amber Watson
Subject: [SCANNED] Your Bid from Pro Pacific Fresh
Attachments: salesprinter@propacificfresh.com_20130607_091927.pdf; 2013-2014 ProduceBid Worksheet.xls

Good morning Amber,

Attached are the file for your bid. One is the overall .pdf with everything included and the other is the actual excel copy of the bid pages only. We apologize for overlooking that you needed it back this way. Please let me know if there is anything else that you need. Thank you and have a great weekend!

Sincerely,

Shannon Fife

Bid Coordinator/School Specialist

Broadliner Specialist

Pro Pacific Fresh

70 Pepsi Way

Durham, CA 95938

(530) 893-0596 ex. 4608

Fax: (530) 893-0679

Cell: (530) 521-3967



"You don't have to cook fancy or complicated masterpieces – just good food from fresh ingredients." ~ Julia Child

Marysville Joint Unified School District
Nutritional Services
Price Quote for Delivery of Fresh Fruits & Vegetables to 16 Sites
August 1, 2013 through July 31, 2014

Supplier: PRO PACIFIC FRESH
Signature: [Signature]
Printed Name: LES ABERNATHY
Date: 06/06/13

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Price / Unit	Office Use	Comments
	Apples, Eating Size 125						
FV1	Red Delicious type	40 lb.	year round		\$20.65		Market
FV2	Gold Delicious type	40 lb.	year round		\$20.65		Market, Granny Smith
FV3	Fuji type	40 lb.	seasonal		\$20.65		Market
	Apples, Eating Size 175						
FV4	Red Delicious type	40 lb.	year round		No bid		
FV5	Gold Delicious type	40 lb.	year round		No bid		
FV6	Fuji type	40 lb.	seasonal		No bid		
	Apples, Eating Size 198						
FV7	Red Delicious type	40 lb.	year round		\$20.65		Market
FV8	Gold Delicious type	40 lb.	year round		\$20.65		Market, Granny Smith
FV9	Fuji type	40 lb.	seasonal	760	\$20.65		Market
FV10	Banana, Petite	150 count	year round	1680	\$18.95		Market
FV11	Broccoli Florets, precut	3 lb. pack	year round	1320	\$4.35		Market
FV12	Cantaloupe	case	seasonal	75	\$12.75		Market
FV13	Carrots, mini, whole, peeled	1 lb. bag	year round	2500	\$0.85		Market
FV14	Carrots, pre-cut sticks, TAMS	5 lb. bag	year round	250	\$7.50		Market
FV15	Carrots, shredded	5 lb. bag	year round	10	\$5.35		Market
FV16	Carrots, snack pak	100/2.6 oz	year round	2500	\$20.95		Market
FV17	Cauliflower, florette	3 lb. bag	year round	30	\$7.50		Market
FV18	Celery Sticks, precut TAMS	5 lb. bag	year round	500	\$7.50		Market
FV19	Celery Sticks, diced 3/8" TAMS	5 lb. bag	year round	115	\$7.00		Market
FV20	Cilantro	bunch	year round	200	\$0.50		Market
FV21	Coleslaw	5 lb. bag	year round	10	\$2.95		Market
FV22	Cucumbers	each	year round	8000	\$0.40		Market
FV23	Grapes Lunch Bunch	case	seasonal	500	\$21.95		Market
FV24	Grapes Snack Pack	21 lb. box	seasonal	1000	\$21.95		Market
FV25	Jicama, pre-cut sticks TAMS	5 lb bag	year round	1500	\$9.95		Market
FV26	Kiwifruit	V.F. Bulk	seasonal	40	\$16.95		Market
FV27	Lemon	each	year round	500	\$0.35		Market
FV28	Lettuce, Romaine/blend	5 lb. bag	year round	2000	\$3.50		Market
	Lettuce, Romaine chopped	5 lb. bag	year round	30	\$2.65		Market, 2# bag
FV29	Lettuce, shredded	5 lb. bag	year round	1200	\$2.95		Market
FV30	Limes	each	year round	600	\$0.25		Market
FV31	Mushroom, Medium	pound	year round	100	\$2.75		Market

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	Price / Unit	Office Use	Comments
FV32	Nectarine, size 88-96	case	seasonal	200	\$20.75		Market
FV33	Onions, yellow	pound	year round	25	\$0.40		Market
FV34	Onions, yellow diced	5 lb bag	year round	50	\$6.50		Market
FV35	Onions, Red	pound	year round	30	\$0.60		Market
FV36	Onions, red sliced	5 lb bag	year round	15	\$10.75		Market
FV37	Onions, green	bunch	year round	300	\$0.40		Market
FV38	Oranges, Navel, size 138 Choice	40 lb. case	year round	650	\$13.65		Market
FV39	Orange, Valencia size 138 Choice	40 lb case	year round	300	\$13.65		Market
FV40	Peach, size 80	case	seasonal	100	\$19.65		Market
FV41	Pears, Anjou size 150	40 lb. case	seasonal	300	\$19.75		Market
FV42	Pears, Bartlett size 150	40 lb. case	seasonal	200	\$19.75		Market
FV43	Pepper, Green Bell	lb	year round	250	\$0.75		Market
FV44	Pepper, Red Bell	lb	year round	200	\$1.25		Market
FV45	Pepper, Yellow Bell	lb	year round	50	\$1.95		Market
FV46	Peppercini	5 gal	year round	20	\$20.95		Market, 4/1gal
FV47	Pickle - Dill Crinkle cut 5/16	#	year round	60	\$20.95		Market
FV48	Pickle - Spear 425ct	375/425	year round	60	\$21.95		Market
FV49	Pineapple, fresh, 7 count	single layer	seasonal	100	\$14.75		Market
FV50	Plums, Black size 45-50	case	seasonal	200	\$21.75		Market
FV51	Potato, Russet 80ct	lb	year round	15	\$0.50		Market
FV52	Spinach, cleaned, cello pack	2.5 lb. bag	year round	600	\$3.95		Market
FV53	Squash, zucchini	lb	year round	150	\$0.60		Market
FV54	Strawberries, flat	8/1#	seasonal	100	\$11.95		Market
FV55	Tangerines, Clementine	case	seasonal	50	No bid		
FV56	Tangerines, Minneola 125ct	case	seasonal	50	\$16.75		Market
FV57	Tangerine, Murcott	case	seasonal	50	No bid		
FV58	Tangerine, Satsuma	case	seasonal	25	\$18.75		Market
FV59	Tomatoes, 5X5	lb	year round	1000	\$1.00		Market
FV60	Tomatoes, Grape	Pint Basket	year round	50	\$1.25		Market
FV61	Watermelon, medium 19 - 28 lb..	each	seasonal	750	\$3.95		Market

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

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

Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Bread and Bakery Items to 16 school sites
August 1, 2013 - July 31, 2014

No.	Item	Pack Size	Approximate District Usage per Month	Earthgrains			Sysco		
				Price / Unit	Extended Price	Comments	Price / Unit	Extended Price	Comments
B1	Bread, WW pullman square top, 1.0oz (28g) slice	24 oz., sliced	400	1.49	\$596.00		1.06	\$424.00	12/24oz Sysco
B2	Hamburger buns, WG or WW 4" sliced, 2.0oz (56g)	12 count	2400	1.74	\$4,176.00		0.19	\$5,472.00	144/1.8oz Shannon
B3	Hot Dog Bun, WG or WW 6" sliced, 2.0oz (56g)	12 count	800	1.74	\$1,392.00	1.75oz	0.21	\$2,016.00	192/1.8oz Shannon
B4	Roll, Hoagie/deli, WG or WW 6" long, split, 2.0oz (56g)	6 count	100		\$0.00	No Bid	0.32	\$192.00	108/2.5oz Shannon
B5	Roll, WG or WW Hinged French 6", 2.0oz (56g)	12 count	100	1.59	\$0.00	2.6oz; 6ct		\$0.00	No Bid
B6	Roll, WG or WW dinner, 1.0oz (28g)	12 count	500	1.59	\$795.00	1.3oz	0.17	\$1,020.00	120/1oz Elegant
				\$6,959.00 per mo. \$69,590.00 per yr			\$9,124.00 per mo. \$91,240.00 per yr		
				Change Delivery time/day No bid extension					

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

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

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Marysville Joint Unified School District

Nutrition Services

1919 B Street * Marysville, CA 95901

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

To All Interested Parties:

Attached, please find the **Bread Bid** for 2013-2014. Review the conditions of the bid and do not hesitate to call Amber Watson if you have any questions at (530) 749-6178. Remember to provide product code numbers if they differ from what is listed or are missing.

Completed bid packet is due by Friday, June 7, 2013 at or before 10:00:00 a.m. in Room 209. Bid packets will be opened at this time but not read out loud.

The following forms are attached and must be completed, signed and returned with bid (#14-1009); incomplete packets will not be considered:

1. Suspension and Debarment Certification
2. Certification regarding Lobbying and Disclosure of Lobbying Activities
3. Non-Collusion Affidavit
4. List of Products with Pricing
5. Electronic copy of Product List

Thank you for your continued interest in the Marysville Joint Unified School District.

Sincerely,

Amber Watson, RD, SNS
Director of Nutrition Services

cc: Ramiro Carreon, Assistant Superintendent of Personnel Services
Kathy Cartwright, Director of Purchasing/Warehouse/Print Shop

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Nutrition Services
1919 B Street
Marysville, California 95901

Telephone (530) 749-6178

Fax (530) 741-7829

This is a formal bid on **BREAD** (bid# 14-1009) for the Marysville Joint Unified School District (MJUSD) for the 2013-2014 school year. A bid packet may be obtained from the Nutrition Services Department or by calling, 530-749-6178. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Amber Watson – Nutrition Services, 1919 B Street, Marysville, CA 95901 on or before **Friday, June 7, 2013 at or before 10:00 a.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened on or about said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Amber Watson by email: awatson@mjustd.com, or fax: (530) 741-7829. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d).

The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

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

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

INSTRUCTIONS FOR RFP

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease quantities according to need. Quantities are for twelve (12) months, August 1, 2013 through July 31, 2014. The quantity provided is for information only and is not guaranteed.

2. Firm Prices

- The bid prices shall remain firm from **Aug 1, 2013 through July 31, 2014**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth at Section 25 of this contract.
- Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least 60 days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price increases/decreases must be submitted in writing to the MJUSD, Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Discounts

Any discounts, which the vendor desires to provide MJUSD, must be stated clearly in the bid itself so that MJUSD can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the quote form will not be considered by MJUSD in the determination of the lowest responsible bidder. Subject to cash discount of N/A %
N/A days.

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

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

5. Brand Name and Number

The vendor shall bid the brand name, item number, portion size, and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific brand, item number, portion size, and pack

quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Paragraph 5 except that they may be submitted after bid opening.

6. Quality of Materials and Services

The vendor/s certifies that all materials conform to all applicable requirements of CALOSHA and of all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

7. Samples

- a. Where the vendor quotes on a brand named as a standard of the quality and utility desired, a sample of the article will not be required unless specifically requested. If, however, the bid submitted is on any other brand or make than so named, a sample thereof must be furnished and is requested, or the bid on the article cannot legally be considered. Nutrient analysis information on alternate items is also required.
- b. Upon request, the vendor shall submit properly marked sample of items to the Nutrition Services Department, 1919 B Street, Marysville, California, 95901, unless otherwise specified.
- c. Samples of items when requested must be furnished free of expense to the school district and if not destroyed by tests will be returned, upon request at vendor's expense.

8. Sanitation

- a. Employee/s, equipment, and storage facilities of Supplier must meet federal, state, county, and city health code requirements.
- b. Inspection of warehousing facilities may be used to determine award of bid.
- c. County health permit must be posted in public view at warehousing facilities and must be approved for current year of operation.
- d. Supplier must present, upon request by MJUSD, written documents supporting routine pest control maintenance of all the warehousing facilities (refrigeration, freezers, dry storage, office, trucks, and/or other) by a certified pest control operator (PCO).

9. Quality Assurance and Control

- a. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- b. **All products shall have a readable code date.**
- c. Fluid milk, yogurt and juice shall have **at least a ten day code date.**
- d. All products shall be free of off flavors or any other possible contamination.
- e. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- f. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient

method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

10. Statement

The contractor/s shall render bills or statements to the Marysville Joint Unified School District, Nutrition Services Department, 1919 B Street, Marysville, California, 95901, following delivery of materials. The bill shall fully itemize and show the contract rate for each item furnished and the total charge therefore.

11. Billing

Vendor shall provide original monthly statements to the Nutrition Services Department for timely payment.

12. Withdrawal of Bid

- a. A vendor may withdraw bid by written confirmation prior to the time established for bid opening. Bid may not be withdrawn after the start of the bid opening.
- b. Unless otherwise required by law, no vendor may withdraw a bid for a period of sixty days after the date set for the opening thereof. (Public Contract Code sections 5100 et seq.)

13. Method of Pricing

Parties shall fill in the unit price after each item to be furnished in accordance with specification herein.

14. Basis of Award

- a. The District will evaluate the quote on each item and the total combined amount for furnishing the quantity listed.
- b. It is the intent of the Board of Trustees of the MJUSD to award the bid on the basis of service, quality, price and general adaptability for school food service use and in accordance with the specifications herein.
- c. One bread vendor shall be awarded the bid for service between **August 1, 2013 and July 31, 2014**.
- d. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
- e. Awarded vendor will be required to enter into a contract with Marysville Joint Unified School District subject to Board approval.

15. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents.

16. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District and the vendor/s acceptance of these bid instructions and conditions.

17. Default by Bidder

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

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section 25 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

18. Attorneys' Fees

In the event of a dispute under this contract, the prevailing party shall be entitled to recover its attorneys' fees and costs from the other party.

19. Modification of Contract

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

20. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

21. Force Majeure Clause

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

22. Prevailing Law

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

23. Governing Law and Venue

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

24. Permits and Licenses

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

25. Contract Documents

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

26. Cancellation Notice by Marysville Joint Unified School District

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

27. Special Requirements

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

28. Delivery

Fresh bread shall be delivered WEEKLY to any of the school cafeterias of the MJUSD herein listed and any additional cafeterias established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.

Bread items shall be delivered in quantities ordered by the individual school sites. Orders will be subject to adjustment. Deliveries shall be weekly ~~on Monday morning between the hours of 5:30am and 10:00a.m.~~ Vendor must have the ability to provide back-up service in enclosed refrigerated trucks in case of truck break down or other emergency. *with afternoon service before 1:00 pm. Product to be delivered one day early, prior to actual usage.*

When the delivery is made, two copies of itemized delivery tag must be left with the Nutrition Service Site Manager or designee. Any information regarding shorted items/orders must be forwarded directly to Nutrition Services **prior to delivery** at the following phone number: 530-749-6178. Any issues/changes on deliveries or other emergency communications shall be reported directly to Nutrition Services by the vendor's authorized representative at the aforementioned phone number. Delivery of fresh bread on this contract begins on August 1, 2013 ends July 31, 2014.

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29. Points of Delivery

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

30. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder). Indicate whether prices will be extended for any further purchases:

_____ Yes

 X No

31. Piggyback Clause

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

32. Emergency Response and Delivery System

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

33. Bid Opening

Bid packets will be opened but not read Friday, June 7, 2013 at or before 10:00 a.m. Parties that submitted a bid may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

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34. Required Documents: Each bidder must return with this bid packet a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **Excel bid worksheet on hard copy. An electronic copy must also be provided.** A disk may be enclosed with documents or it may be sent separately via email to awatson@mjustd.com.
- e. All documents, including the electronic worksheet must be received by the closing date and time: Friday, June 7, 2013, 10:00 a.m.

COMPANY NAME: Earthgrains Baking Company

ADDRESS: 1020 Striker Ave Suite 180

PHONE #: 916-561-2410 EXT 1202 FAX #: 916-561-2420

AUTHORIZED AGENT SIGNATURE: Thomas J Doney

DATE: 6/6/13

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U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Earthgrains Baking Company

Organization Name

PR/Award Number or Project Name

Tom Gomez Zone Operations Manager

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

Thomas J Gomez

Signature(s)

6/6/13

Date



Instructions for Certification

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

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____, if known Congressional District, if known: _____		• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred	

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N/A

<p>• Form of Payment (check all that apply): Cash _____ In-kind; specify: Nature _____ Value _____</p>	<p>Other; specify: _____</p>
<p>• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (____) _____ Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

N/A

No lobbying Activities
to report.

Thomas J Gomez

Tom J Gomez

Zone Operations Manager

916-561-2410 EXT 1202

6/6/13

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INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

NONCOLLUSION AFFIDAVIT

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

STATE OF CALIFORNIA)

County of Sacramento)

Thomas J Gomez, after first being by me duly sworn,
declares that:

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

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

Thomas J Gomez
Signature of Bidder

Subscribed and sworn before me by Thomas J. Gomez

this 06 day of June, 2013



[Signature]
NOTARY PUBLIC

Amber Watson

From: Gomez, Thomas (BBU) <TGomez@sl.bbumail.com>
Sent: Friday, June 07, 2013 8:46 AM
To: Amber Watson
Subject: [SCANNED] Earthgrains Bread Bid Worksheet
Attachments: Marysville 2013-2014 Bakery Bid Worksheet.xls

Amber, here's our bread worksheet required to be sent electronically, Randy Maggert should be there anytime to drop off the bid, please reach to me with any questions, thank you.

Thank You,
Tom Gomez
Zone Operations Manager
Earthgrains Baking Company
916-561- 2410 Ext. 1202
916-561-2420 Fax



Please consider the environment before printing this e-mail

Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Bread and Bakery Items to 16 school sites
August 1, 2013 - July 31, 2014

Supplier: Earthgrains Baking Company
Signature: Thomas Gomez
Printed Name: Tom Gomez
Date: 6/6/13

No.	Item	Pack Size	Approximate District Usage per Month	Mfgr. Pack & Code #	Price / Unit	Office Use	Comments
B1	Bread, WW pullman square top, 1.0oz (28g) slice	24 oz., sliced	400 loaves	Rainbo, Loaf, # 78052	1.49		
B2	Hamburger buns, WG or WW 4" sliced, 2.0oz (56g)	12 count	2400 packs	Earthgrains, 12 pack, # 41066	1.74		
B3	Hot Dog Bun, WG or WW 6" sliced, 2.0oz (56g)	12 count	800 packs	Earthgrains, 12 pack, # 41067	1.74		1.75 oz
B4	Roll, Hoagie/deli, WG or WW 6" long, split, 2.0oz (56g)	6 count	100 packs		0		Not Available
B5	Roll, WG or WW Hinged French 6", 2.0oz (56g)	12 count	100 packs	Earthgrains, 6 pack, # 41065	1.59		2.6 oz 6 count
B6	Roll, WG or WW dinner, 1.0oz (28g)	12 count	500 packs	Rainbo, 12 count, # 76682	1.59		1.3 oz

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

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

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Earthgrains Baking Company
1020 Striker Ave. STE 180
Sacramento, CA 95834

Effective Date of Pricing: August 1st, 2013

Price Proposal for:

Marysville USD

Line #	Product Description	Current Pricing	New Pricing	Change
78052	RB 100WW RTBRD 24Z	\$ 1.39	\$ 1.49	\$ 0.10
41066	53% WGW 4" HAMS	\$ 1.44	\$ 1.74	\$ 0.30
41067	53% WGW 6" HOTS	\$ 1.44	\$ 1.74	\$ 0.30
41065	53% WGW DELI ROLL	\$ 1.30	\$ 1.59	\$ 0.29
76682	RB WHE DNRL 12P 17	\$ 1.30	\$ 1.59	\$ 0.29

Thank You for your consideration,
Don Sandretto
Sacramento Zone Vice President

FZ47	YOGURT, LOW FAT, ASSORTED FLAVORS (NO SPLENDA)	48/4 OZ	360	UPLAND		No Bid	13.82		SO, Upland Farms
FZ47	YOGURT, LOW FAT, ASSORTED FLAVORS (NO SPLENDA)	48/4 OZ	350	UPLAND			9.64	\$3,374.00	Dannon is reg. stock
FZ48	YOGURT, LOW FAT, ASSORTED FLAVORS (NO SPLENDA)	12/8 OZ	125	UPLAND			6.98	\$872.50	SO
FZ49	ICE CUPS, ASSORTED FLAVORS	90/4 OZ	200	ROSATI ICE			26.22	\$5,244.00	
FZ50	WHOLE FRUIT JUICE BAR, ASSORT FLVR FROZEN 100% JUICE, CN LABEL	96/4 OZ	200	J&J SNACK FOODS			29.71	\$5,942.00	
								\$65,424.25	
								\$158,036.14	
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT REQUEST FOR PRICING, 2013-14 SCHOOL YEAR									
(NOT AN ORDER)									
LINE	GROCERIES	PACK	AGE (case)	BRAND	Sysco CASE PRICE	EXTENSION	COMMENTS	CASE PRICE	Danielsen EXTENSION COMMENTS
G1	GENERAL PURPOSE BOWTIE, WG, 1 GRAIN EQV	96 CT	100	GENERAL MILLS				19.39	\$1,939.00 SO
G2	GENERAL PURPOSE BOWTIE, WG, 1 GRAIN EQV	96 CT	100	GENERAL MILLS				19.39	\$1,939.00 SO
G3	WHEAT CRACKERS, BUTTER FLAVOR, 1 GRAIN EQV	96 CT	100	KELLOGG'S				27.08	\$2,708.00
G4	WHEAT CRACKERS, BUTTER FLAVOR, 1 GRAIN EQV	96 CT	100	KELLOGG'S				25.53	\$2,553.00
G5	WHEAT CRACKERS, BUTTER FLAVOR, 1 GRAIN EQV	96 CT	100	KELLOGG'S				25.53	\$2,553.00
G6	CEREAL GRANOLA NATURE VALLEY LOW FAT	4/50 OZ	25	GENERAL MILLS				42.88	\$1,072.00 SO
G7	CEREAL BAR TRIX, WG, 1 GRAIN EQV	96 CT	50	GENERAL MILLS				27.21	\$1,360.50
G8	CEREAL BAR TRIX, WG, 1 GRAIN EQV	96 CT	50	GENERAL MILLS				27.21	\$1,360.50 SO
G9	CEREAL BAR CINNAMON TOAST CRUNCH, WG, 1 GRAIN EQV	96 CT	50	GENERAL MILLS				27.21	\$1,360.50
G10	BEAN, REFRIED VEGTRN DEHY	6/30 OZ	150	CASASOL ONLY	20.27	\$3,040.50			
G11	FLOUR, PIZZA W/ YEAST	24 LBS	1000	PIZZABLEND	17.43	\$17,430.00	See Alternate - PIZBLND/GAPWE24 (1/24 LB)		
G12	MAYONNAISE, REDUCED FAT	1/30 LB	200	KRUGER OR =				24.97	\$4,994.00 MKT
G13	MIX, CAKE, WHITE, YELLOW, CHOCOLATE LOW FAT	6/CS	20	GENERAL MILLS	62.81	\$1,256.20	BKRSCLS/5910492 - (6/5LB)		
G14	MIX, CHILI SEASONING	8/12 OZ	20	LAWRYS OR =				16.15	\$323.00 SO, Foothill Farms, 6-8oz
G15	MIX, GRAVY TURKEY	6/11.3 OZ	20	SPECIFY BRAND				26.15	\$316.60 TUF, 8-14oz
G16	MIX, TACO SEASONING	7 LB	10	SPECIFY BRAND				18.94	\$189.40 KFK
G17	MIX, TACO SEASONING	6/21 OZ	75	VEGALENE ONLY				30.83	\$2,312.25 MKT
G18	PASTA ROTINI PLAIN, DRY, WG	2/10 LB	50	HOUSE				17.32	\$866.00
G19	PASTA, DRY LASAGNA WIDE, WG	2-5#	50	HOUSE				20.30	\$845.83 12-1#, Not Whole Grain
G20	PASTA, SPAGHETTI 10", DRY, WG	20 #	50	HOUSE				17.32	\$866.00
G21	PICKLES, DILL SPEARS 500 CUT	5 GAL	25	HOUSE				19.29	\$482.25
G22	PICKLES, SL DILL HAM 1/8 CRINKLE CUT	5 GAL 1950	25	HOUSE				13.88	\$347.00
G23	POP-TARTS WHOLE GRAIN ASSORT FLVRS (SINGLE CNT)	1.76 OZ 12	50	KELLOGS				38.39	\$1,919.50
G24	RICE, BROWN, LONG GRAIN, PARBOILED	25# ONLY	200	HOUSE				13.79	\$2,758.00
G25	SAUCE, BARBECUE, ORIGINAL FLAVOR	4/1 GAL	100	CATTLEMEN'S OR =				35.42	\$3,542.00 Kens, Hickory
G26	SEASONING, GAR & HERB, ITALN; ALL PURP; SALT FREE	6/20 OZ	30	LAWRYS OR =	49.97	\$1,499.10			
G27	SOUP BASE, BEEF	12/1# TUB	15	SPECIFY BRAND				30.08	\$451.20 TUF
G28	SOUP BASE, CHICKEN	12-1# TUB	30	SPECIFY BRAND				31.00	\$930.00 TUF

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G29	SPICE, CHILI POWDER	3/6LB	20	HOUSE				23.69	\$1,705.68	KFK, 5#
G30	SPICE, CINNAMON GROUND	6/18 OZ	20	HOUSE				4.09	\$552.15	KFK, 16oz
G31	SPICE, CUMIN GROUND	6/14 OZ	20	HOUSE				5.46	\$573.30	KFK, 16oz
G32	SPICE, GARLIC POWDER	1 LB	20	HOUSE				4.43	\$88.60	KFK, 1#
G33	SPICE, ONION POWDER	6/20 OZ	20	HOUSE				4.44	\$666.00	KFK, 16oz
G34	STUFFING MIX, TRADITIONAL INST	6/58 OZ	25	HOUSE				13.58	\$339.50	No Bid
G35	SUGAR, BROWN, LIGHT	25# ONLY	25	HOUSE				10.86	\$271.50	MKT
G36	SUGAR, GRANULATED	25# ONLY	25	HOUSE						
G37	SUGAR, POWERED, 6X BEET	25# ONLY	25	HOUSE			17.24			
	PORTION CONTROL PACKS								\$431.00	MARKET
G38	KETCHUP, FANCY POLY	1000 / 9 GM	500	AMERICAN OR =				14.50	\$7,250.00	Heinz
G39	MUSTARD	500 / 4.5 G	200	AMERICAN OR =				4.40	\$880.00	
G40	MAYONNAISE	500 / 9 GM	300	AMERICAN OR =				13.21	\$3,963.00	
G41	TACO SAUCE	200 / 9 GM	100					9.29	\$371.60	500-9gm
G42	SALAD DRESSING, BUTTERMILK RANCH	100 / 1 OZ	100					10.43	\$1,043.00	Cup
G43	SALAD DRESSING, BUTTERMILK RANCH	100 / 1.5 OZ	200					14.59	\$2,918.00	
G44	SOY SAUCE	500 / 5 OZ	50					12.80	\$640.00	500-9gm
G45	SYRUP, PANCAKE IMITATION MAPLE	100/1 OZ	200	AMERICAN OR =				4.59	\$918.00	
G46	LITE RANCH DRESSING CUPS	100/1 OZ	300	KEN'S FOOD 608A1 OR =				13.98	\$4,194.00	SO, 100-1oz, Cups
G47	LITE RANCH DRESSING CUPS	100/1.5 OZ	200	KEN'S FOOD 608A5 OR =				17.84	\$3,568.00	SO, 100-1.5oz, Cups
									\$23,656.80	
									\$67,930.87	
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT										
REQUEST FOR PRICING, 2013-14 SCHOOL YEAR										
				(NOT AN ORDER)						
				ESTIMATED						
				AGE (case)						
				BRAND						
LINE	BEVERAGES, SNACKS	PACK	AGE (case)	BRAND	Sysco CASE PRICE	EXTENSION	COMMENTS	CASE PRICE	EXTENSION	COMMENTS
BEVS1	BEVERAGE, GATORADE ASSORT FLV RS WIDEMOUTH	24/20 OZ	2,000	GATORADE				19.74	\$39,480.00	
BEVS2	BEVERAGE, GATORADE ASSORT FLV RS WIDEMOUTH	24/12 OZ	2,000	GATORADE				11.87	\$23,740.00	
BEVS3	BEVERAGE, SPRING WATER PLASTIC BOTTLE	35/16.9 OZ	1,000	CRYSTAL GEYSER OR =				4.47	\$4,470.00	
BEVS4	BEVERAGE, 100% JUICE, VARIOUS FLAVORS	12/16.2 OZ	500	DOLE			No-Bid	13.83	\$6,915.00	SO, Tropicana
BEVS5	CHIP BAKED DORITOS NACHO CHEESE LSS	60/1.375 OZ	25	FRITO LAY OR =				25.66	\$641.50	64ct
BEVS6	CHIP BAKED LAYS SOUR CREAM & ONION	60/1.125 OZ	25	FRITO LAY OR =				25.66	\$641.50	64ct
BEVS7	CHIP BAKED LAYS POTATO CHIPS LSS	60/1.125 OZ	25	FRITO LAY OR =				25.66	\$641.50	64ct
BEVS8	CHIP BAKED LAYS KC MASTERPIECE BBQ LSS	60/1.125 OZ	25	FRITO LAY OR =				25.66	\$641.50	64ct
BEVS9	CHIP BAKED RANCH DORITOS	60/1.375 OZ	25	FRITO LAY OR =				25.66	\$641.50	SO, 64ct
BEVS10	CHIP BAKED CHEETOS TRANS FAT FREE	LSS 60/1.5	25	FRITO LAY OR =				25.66	\$641.50	64ct
BEVS11	CHIP BAKED CHEETOS FLAMIN HOT	LSS 64/1.5	200	FRITO LAY OR =				25.66	\$4,811.25	64ct
BEVS12	CHIP BAKED CHEETOS ULTIMATE CHILLY ANJAK	60/1.75 OZ	25	FRITO LAY OR =				23.38	\$547.97	64ct
BEVS13	CHIP POTATO REGULAR	120/5 OZ	500	LAYS				16.03	\$8,015.00	
BEVS14	CHIP MULTIGRAIN	104/1 OZ	100	SUNCHIP OR =				25.68	\$2,568.00	
							VIC'S/25069- (60/50oz);manufacturer converting-Johnny Rapps to Vic's -less sodium			
BEVS15	POPCORN, ORIGINAL	4OZ	50	JONNY RAPP'S	24.44					No Bid
BEVS16	RICE KRISPIES BAR	4/20CT	200	KELLOGGS	40.06			\$33.66		Kellogg's
BEVS16	RICE KRISPIES BAR	4/20CT	200	KELLOGGS				\$19.23	\$4,807.50	Goodyman, 64-1.2oz

BEVS17	CRACKER, ANIMAL, IND. BAGS, WG	200/1.0 OZ	50	AUSTIN OR =			24.22	\$1,211.00	J&J, Jungle Cracker
BEVS18	CRACKER, APPLE CINNAMON BEAR GRN I.W.	300/2 PK	150	MJM #40301			36.51	\$5,476.50	
BEVS19	CRACKER, CHOCOLATE BEAR GRAHAM, WG	300/2 PK	150	MJM #40201			36.51	\$5,476.50	
BEVS20	CRACKER, ELF GRAHAM WG; CINNAMON & CHOCOLATE	150/1 OZ	50	KEEBLER 30100-40221 & 40239			29.20	\$1,460.00	
BEVS21	CRACKER, GIANT GOLDFISH GRAHAM I.W. CHOC. OR CINNAMON	300-.9 OZ	50	PEPPERIDGE FARM 15094			41.27	\$2,063.50	MKT, Cinnamon
BEVS22	CRACKER, GRIPZ CINNAMON GRAHAMS, WG	150/1 OZ	50	KEEBLER 30100-45682			31.74	\$1,587.00	
BEVS23	CRACKER, TROPICAL TREAT, ORANGE, WG	150/1 OZ	50	MJM #551150			23.77	\$1,188.50	
BEVS24	CRACKER, SUNRISE BITES, MAPLE, WG	150/1 OZ	50	MJM #570150			23.77	\$1,188.50	SO
BEVS25	CRACKER, SALTINES, WRAPPED	500/ 2 PAC	50	KEEBLER			10.07	\$503.50	
BEVS26	SNACK, CHEEZ-IT ORIGINAL SCRABBLE-JUNIOR, WG	425/4 OZ	50	CHEEZ-IT	35.75	new pack-size-per manufacturer-MFG-#45991-discontinued			MFG-DISC
BEVS27	SNACK, CHEX MIX HOT & SPICY	60/1.75 OZ	50	GENERAL MILLS OR =			20.80	\$1,040.00	SO, New Pack Size: 60-.92oz
BEVS28	SNACK, FORTUNE COOKIE 500 CT	500-.2 OZ	100	HOUSE			11.12	\$1,588.57	350ct
BEVS29	SNACK, GOLDFISH CRACKER, WG	300/1 OZ	50	PEPPERIDGE FARM 16187 & 16188			45.89	\$2,294.50	
BEVS30	SNACK, NUTRI-GRN BAR, ASSORT FLAVORS	48/1.3 OZ	50	KELLOGGS			19.21	\$960.50	
BEVS31	SNACK, QUAKER CHEWY	84/ 2/10CT	15	QUAKER			25.27	\$379.05	Chocolate Chip is reg. stock, 96ct SO, all other flavors, 96ct
BEVS32	SNACK, SUNFLOWER SEEDS, ASSORT	150/1 OZ	100	DAKOTA GOURMET OR =			24.99	\$2,499.00	
								\$120,964.78	
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT REQUEST FOR PRICING, 2013-14 SCHOOL YEAR									
				(NOT AN ORDER)					
				ESTIMATED					
LINE	PAPER GOODS	PACK	AGE	CASE BRAND	PRICE	EXTENSION	COMMENTS	CASE PRICE	EXTENSION COMMENTS
P1	APRON, WHITE DISPOSABLE BIB FIRE RETARD	100 CT	20	HOUSE				25.53	\$51.06 10-100ct
P2	BAG, FRENCH FRY PLAIN 4.5X4.5	2000CT	20	SPECIFY BRAND	14.64	\$292.80	ZENITH/6 - (2000/EA)		
P3	BAG, FOIL CHICKEN 6X.75X6.75	1000CT	10	SPECIFY BRAND	36.03	\$360.30	ZENITH/ F-661 - (1000/EA)		
P4	BAG, FOIL HAMBURGER 6X1X6.5	1000CT	40	SPECIFY BRAND				33.53	\$1,341.20 Bagcraft
P5	BAG, HI-DEN SADDLE 6.5X7" PLAS	2000CT	20	SPECIFY BRAND				10.70	\$214.00 Fortune
P6	BAG, HOT DOG, OPEN END 3X1.75X9"	2000CT	10	HOUSE	22.47	\$224.70	SPO		
P7	BAG, PLASTIC 10.5 X 11 FRZR RECLOSABLE	250 / 1 GAL	50	HOUSE				17.61	\$880.50 MKT
P8	BAG, SANDWICH (FOLD & Lock)	2000ct	20	SPECIFY BRAND	51.22	\$1,024.40	HANGARD/3036795 80-(2000/7.5X7)		
P9	BOWL 12 OZ STYROFOAM	8/125/CS	25	PACTIV OR =				22.00	\$550.00 Dart
P10	BOX, PIZZA 14"	50CT	125	SPECIFY BRAND				12.90	\$1,612.50 Packers
P11	CONTAINER, PLASTIC, HINGE, CLEAR 1 COMPART 6" COLD	500/6X6X3	20	DART OR = SUBMIT SAMPLE				34.76	\$695.20
P12	CONTAINER, PLASTIC, HINGE, CLEAR 1 COMPART 6" HOT	500/6X6X3	20	DART OR = SUBMIT SAMPLE				21.70	\$434.00

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P13	CUP, FOAM, 4OZ, SQUAT	20/50	75	DART 4J6 OR =				17.35	\$1,301.25
P14	CUP, FOAM, 8OZ SQUAT	20/50	50	DART 8SJ20 OR =				30.97	\$1,548.50
P15	CUP, PAPER COLD 7 OZ	12/100 CT	100	SERENE OR =				66.09	\$3,965.40 SO, Solo, 2000ct
P16	FILM, PLASTIC 18" X 2000' / ROLL	2000 ft	100	HOUSE				12.29	\$1,229.00
P17	FOIL- SHEET 9"X10 3/4"	6/500CT	10	HOUSE				36.86	\$368.60
P18	FOIL, ALUMINUM HEAVY DUTY	18" X 1000'	100	PACTIV OR =				36.36	\$3,636.00
P19	GLOVES, DISPOSABLE, PLASTIC, LARGE	4/100 CT	50	HOUSE			13.90		\$695.00
P20	GLOVES, DISPOSABLE, PLASTIC, MEDIUM	4/100 CT	175	HOUSE			13.90		\$2,432.50
P21	GLOVES, DISPOSABLE, PLASTIC, SMALL	4/100 CT	150	HOUSE			13.92		\$2,088.00
P22	LID PLASTI FITS 4J6	10/100 CT	10	DART 6JL OR =				9.50	\$95.00
P23	LID PLASTI FITS 8SJ20	10/100 CT	10	DART 8SJL OR =				16.36	\$163.60
P24	LINER PAN OVENABLE HALF PAN DEEP 10.4X12.8, 6"	100 CT	10	PANSAVER #4263			38.41		SYS CLS/304985040- (1/100 CT)
P25	LINER PAN OVENABLE HOTEL PAN DEEP 20.8x12.8, 6"	250 CT	50	PANSAVER #4210			60.55		HANGARD/3049850 22-(100/34X16)
P26	LINERS, PAPER BAKERY PAN, 17x25	1000CT	150	QUILLON OR =				25.80	\$3,870.00
P27	MITTS, OVEN PYROTEX 17 INCH	2 PAIR	35	SPECIFY BRAND			18.86		SYS/CO/ 2PX47BETF-4PS - (2/PAIR)
P28	NAPKINS, DISPENSER 7.25"X13.5"	40/250CT	25	HOUSE				24.55	\$613.75
P29	PAN GRABBER, TRAY KNT 8.5"X11.5"	3 EACH	75	HOUSE			10.09		\$756.75
P30	PLATE, FOAM, LAM WHITE 9"	12/100CT	25	HOUSE			13.84		\$346.00
P31	PLATES 9", PAPER WHITE, LT. WT. UNCOATED	12/100 CT	25	HOUSE				17.98	\$539.40 MKT, 10-100ct
P32	SCOURING PADS GREEN NYLON	6/12 PK	15	HOUSE			10.47		\$157.05
P33	TRAY, FOOD PAPER RED PLAID 2.5 LB #250	500/2.5 LB	75	HOUSE				13.89	\$1,041.75
P34	TRAY, FOOD PAPER RED PLAID 2 LB #200	1000/2 LB	75	HOUSE				13.78	\$1,033.50
P35	TRAY, FOOD PAPER, RED PLAID 16 OZ #100	4/250/CS	25	HOUSE				12.70	\$317.50
P36	TRAY, FOOD, PAPER, RED PLAID 8 OZ #50	4/250/CS	50	HOUSE				13.08	\$654.00
P37	WIPER TOWELS 12" X 24"	100 CT	75	CHIX #6279			22.52		SYS CLS/ 8301ASYS (200/EA)
P38	TRAY, MEAT 8"X5.5"X1" POLYSTYRENE	500 CT	1,000	PACTIV OR = schl to schl:				16.51	\$16,510.00
P39	Please quote school to school and/or			drop ship (250):			45.11	16-25	MUST ORDER FULL TRUCK
P40	TRAY, 5 COMPARTMENT SCHL LUNCH	500 CT	2,800	PACTIV OR = schl to schl:			17.14	18.24	\$51,072.00
P41				drop ship (300):			46.60	17-85	MUST ORDER FULL TRUCK
	Please quote school to school and/or warehouse drop shipment (300 cs per drop) pricing for 5 COMPARTMENT TRAYS listed above								

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SPORK PACKET, MED. WT. SPORK WITH STRAW & NAPKIN		1000 CT	1200	SPECIFY BRAND					
P42				schl to schl:				11.60	\$13,920.00
P43				drop-ship (250);	12-23	PACKER/O- (1/1000EA)MUST- BE FULL- TRUCKLOAD		11.41	
Please quote school to school and/or warehouse drop shipment (250 cs per drop) pricing for SPORT PACKET listed above									
							\$17,834.95		\$107,657.71
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT									
REQUEST FOR PRICING, 2013-14 SCHOOL YEAR					(NOT AN ORDER)				Danielsen
					ESTIMATED			CASE	
LINE	CHEMICALS AND CLEANSERS	PACK	AGE (case)	BRAND	PRICE	EXTENSION	COMMENTS	PRICE	EXTENSION
C1	BLEACH, 6%	6/1 GAL	50	HOUSE				10.49	\$524.50 MKT
C2	CLEANER, DEGREASER OVEN LIQUID	4/32 OZ	15	ECOLAB	31.43	\$471.45			
C3	CLEANER, DRAIN GREASE DIGESTANT	1/2.5 GAL	25	ECOLAB	157.73	\$3,943.25			
C4	CLEANER, MULTI SURFACE CITRUS (FLOOR)	2/1 GAL	20	HOUSE	41.47	\$829.40			
C5	CLEANER, STAINLESS STEEL MAINTAINER	6/16 OZ	15	HOUSE	27.85	\$417.75			
C6	DEGREASER / CLEANER HEAVY DUTY	4/1 GAL	15	KEYSTONE	49.34	\$740.10			
C7	DELIMER DESCALER LIME-A-WAY	2/1 GAL	20	KEYSTONE	38.11	\$762.20			
C8	DETERGENT - POT & PAN LIQUID, MILD, HANDWASH	4/1 GAL	40	HOUSE	30.82	\$1,232.80			
C9	DISH MACHINE DETERGENT, LOW TEMP.	4/6.75 LB	60	ECOLAB	70.71	\$4,242.60			
C10	RINSE ADDITIVE, LOW TEMP. DISH MACHINE	2/2.5 lb	15	ECOLAB	165.19	\$2,477.85			
C11	SANITIZER FOR LOW TEMP. DISH MACHINE	1/2.5 LB	60	ECOLAB	4.81	\$288.60			
C12	SANITIZER QUAT HARD SURFACE	6/32 OZ	10	KEYSTONE	14.88	\$148.80			
C13	TEST STRIP, CHLORINE	1/100 CT	40	ECOLAB	4.78	\$191.20			
C14	CLEANSER, POWDERED, EPA REGISTERED	24/21 OZ	10	COMET OR =	30.59	\$305.90			
Please provide MSDS sheets for above items.						\$16,051.90		\$524.50	
						\$122,967.90		\$455,113.99	

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June 6, 2013

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

Terms & Conditions of Food Contracts

Bid #: 14-1008, Grocery, Paper & Cleaning Supplies
Due: June 7, 2013

BID LEGEND

N/B = No Bid/Quote

SO = Special order item first order. Please allow extra lead time. Stocking item if usage warrants.

CMO = Combined Minimum Order from same manufacturer. Please watch for minimum quantity or weight requirements to receive bid pricing.

STA = Subject to availability from manufacturer.

MKT = Price is based on the market at time the bid was written; therefore, the price is subject to market increase or decrease and carries with it no guaranteed 30-day notice.

FFS = Fee for service. Customer will be invoiced for product by manufacturer.

BID DURATION: August 1, 2013 – July 31, 2014 unless otherwise noted.

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

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

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

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

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

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

NOTE: Written confirmation of bid award is required to activate these bid prices.

A self-addressed stamped envelope is included for your convenience. Thank you for the opportunity to bid our products and services.

Sincerely,

The Danielsen Company, Inc.

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Marysville Joint Unified School District

Nutrition Services

1919 B Street * Marysville, CA 95901

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

To All Interested Parties:

Attached, please find the **Grocery, Paper and Cleaning Supplies Bid** for 2013-2014. Review the conditions of the bid and do not hesitate to call Amber Watson if you have any questions at (530) 749-6178. Remember to provide product code numbers if they differ from what is listed or are missing.

Completed bid packet is due by Friday, June 7, 2013 at or before 10:00:00 a.m. in Room 209. Bid packets will be opened at this time but not read out loud.

The following forms are attached and must be completed, signed and returned with bid (#14-1008); incomplete packets will not be considered:

- 1. Suspension and Debarment Certification**
- 2. Certification regarding Lobbying and Disclosure of Lobbying Activities**
- 3. Non-Collusion Affidavit**
- 4. List of Products with Pricing**
- 5. Electronic copy of Product List**

Thank you for your continued interest in the Marysville Joint Unified School District.

Sincerely,

A handwritten signature in cursive script that reads "Amber Watson".

Amber Watson, RD, SNS
Director of Nutrition Services

cc: Ramiro Carreon, Assistant Superintendent of Personnel Services
Kathy Cartwright, Director of Purchasing/Warehouse/Print Shop

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Nutrition Services
1919 B Street
Marysville, California 95901

Telephone (530) 749-6178

Fax (530) 741-7829

This is a formal bid on **GROCERIES, PAPER PRODUCTS, AND CLEANING SUPPLIES** (bid# 14-1008) for the Marysville Joint Unified School District (MJUSD) for the 2013-2014 school year. A bid packet may be obtained from the Nutrition Services Department or by calling, 530-749-6178. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Amber Watson – Nutrition Services, 1919 B Street, Marysville, CA 95901 on or before **Friday, June 7, 2013 at or before 10:00 a.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened on or about said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Amber Watson by email: awatson@mjUSD.com, or fax: (530) 741-7829. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d).

The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

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

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

INSTRUCTIONS FOR RFP

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease quantities according to need. Quantities are for twelve (12) months, August 1, 2013 through July 31, 2014. The quantity provided is for information only and is not guaranteed.

2. Firm Prices

- The bid prices shall remain firm from **Aug 1, 2013 through July 31, 2014**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth at Section 25 of this contract.
- Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least 60 days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price increases/decreases must be submitted in writing to the MJUSD, Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Discounts

Any discounts, which the vendor desires to provide MJUSD, must be stated clearly in the bid itself so that MJUSD can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the quote form will not be considered by MJUSD in the determination of the lowest responsible bidder. Subject to cash discount of N/A %
NET 30 DAYS days.

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

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

5. Brand Name and Number

The vendor shall bid the brand name, item number, portion size, and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific brand, item number, portion size, and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor

desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Paragraph 5 except that they may be submitted after bid opening.

6. Quality of Materials and Services

The vendor/s certifies that all materials conform to all applicable requirements of CALOSHA and of all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

7. Samples

- a. Where the vendor quotes on a brand named as a standard of the quality and utility desired, a sample of the article will not be required unless specifically requested. If, however, the bid submitted is on any other brand or make than so named, a sample thereof must be furnished and is requested, or the bid on the article cannot legally be considered. Nutrient analysis information on alternate items is also required.
- b. Upon request, the vendor shall submit properly marked sample of items to the Nutrition Services Department, 1919 B Street, Marysville, California, 95901, unless otherwise specified.
- c. Samples of items when requested must be furnished free of expense to the school district and if not destroyed by tests will be returned, upon request at vendor's expense.

8. Sanitation

- a. Employee/s, equipment, and storage facilities of Supplier must meet federal, state, county, and city health code requirements.
- b. Inspection of warehousing facilities may be used to determine award of bid.
- c. County health permit must be posted in public view at warehousing facilities and must be approved for current year of operation.
- d. Supplier must present, upon request by MJUSD, written documents supporting routine pest control maintenance of all the warehousing facilities (refrigeration, freezers, dry storage, office, trucks, and/or other) by a certified pest control operator (PCO).

9. Quality Assurance and Control

- a. Products to be delivered at maximum 40 degree temperature.
- 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. Products bearing an expiration date/shelf life requirement shall meet the following requirements at the time of delivery:
 - i. Semi-perishable items shall have a minimum of ten days shelf life remaining.
 - ii. Non-perishable items shall have a minimum of thirty days shelf life remaining.
- e. All products shall be free of off flavors or any other possible contamination.
- f. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- g. The vendor shall have written procedures in the unlikely event of a product recall and shall

provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

10. Statement

The contractor/s shall render bills or statements to the Marysville Joint Unified School District, Nutrition Services Department, 1919 B Street, Marysville, California, 95901, following delivery of materials. The bill shall fully itemize and show the contract rate for each item furnished and the total charge therefore.

11. Billing

Vendor shall provide original monthly statements to the Nutrition Services Department for timely payment.

12. Withdrawal of Bid

- a. A vendor may withdraw bid by written confirmation prior to the time established for bid opening. Bid may not be withdrawn after the start of the bid opening.
- b. Unless otherwise required by law, no vendor may withdraw a bid for a period of sixty days after the date set for the opening thereof. (Public Contract Code sections 5100 et seq.)

13. Method of Pricing

Parties shall fill in the unit price after each item to be furnished in accordance with specification herein.

14. Basis of Award

- a. The District will evaluate the quote on each item and the total combined amount for furnishing the quantity listed.
- b. It is the intent of the Board of Trustees of the MJUSD to award the bid on the basis of service, quality, price and general adaptability for school food service use and in accordance with the specifications herein.
- c. One vendor shall be awarded the bid for service between **August 1, 2013 and July 31, 2014**.
- d. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
- e. Awarded vendor will be required to enter into a contract with Marysville Joint Unified School District subject to Board approval.

15. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents.

16. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District and the vendor/s acceptance of these bid instructions and conditions.

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17. Default by Bidder

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

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section 25 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

18. Attorneys' Fees

In the event of a dispute under this contract, the prevailing party shall be entitled to recover its attorneys' fees and costs from the other party.

19. Modification of Contract

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

20. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

21. Force Majeure Clause

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

22. Prevailing Law

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

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23. Governing Law and Venue

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

24. Permits and Licenses

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

25. Contract Documents

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

26. Cancellation Notice by Marysville Joint Unified School District

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

27. Special Requirements

- **Manufacture Product Specification**
 - **CN Labeling When Available**
 - OR
 - **Product Contribution to Reimbursable Meal Pattern with Signature**
 - **Current Nutrition Fact Label for Product with Ingredients Listed**
- a. Attached to this bid is a listing of the grocery, paper, and cleaning supply items ordered by MJUSD Schools.
 - b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

28. Delivery

Weekly deliveries shall be made to any of the school cafeterias of the MJUSD herein listed and any additional cafeterias established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.

Orders will be submitted weekly from the Nutrition Services Office. Deliveries shall be weekly on either Monday or Tuesday morning between the hours of 5:30am and 10:00am (final delivery day will be determined upon bid award). Vendor must have the ability to provide back-up service in enclosed refrigerated trucks in case of truck break down or other emergency.

When the delivery is made, two copies of itemized delivery tag must be left with the Nutrition Service Site Manager or designee. Any information regarding shorted items/orders must be forwarded directly to Nutrition Services **prior to delivery** at the following phone number: 530-749-6178. Any issues/changes on deliveries or other emergency communications shall be reported directly to Nutrition Services by the vendor's authorized representative at the aforementioned phone number. Delivery of grocery, paper, and cleaning supplies on this contract begins on August 1, 2013 ends July 31, 2014.

29. Points of Delivery

Arboga Elementary	1686 Broadway	Olivehurst 95961
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Covillaud Elementary	628 F Street	Marysville 95901
District Warehouse	1919 B Street	Marysville 95901
Dobbins Elementary	Dobbins School Lane	Dobbins 95935
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Foothill Intermediate	5351 Fruitland Road	Marysville 95901
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Feather Elementary	18008 Oregon Hill Road	Challenge 95925
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

30. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder). Indicate whether prices will be extended for any further purchases:

X Yes _____ No

where possible

31. Piggyback Clause

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

32. Emergency Response and Delivery System

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

33. Bid Opening

Bid packets will be opened but not read Friday, June 7, 2013 at or before 10:00 a.m. Parties that submitted a bid may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

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34. Required Documents: Each bidder must return with this bid packet a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **Excel bid worksheet on hard copy.** An electronic copy must also be provided. A disk may be enclosed with documents or it may be sent separately via email to awatson@mjud.com.
- e. All documents, including the electronic worksheet must be received by the closing date and time: Friday, June 7, 2013, 10:00 a.m.

COMPANY NAME: The Danielson Company, Inc.

ADDRESS: 435 Southgate Court

PHONE #: (530) 895-3187 FAX #: (530) 996-1887

AUTHORIZED AGENT SIGNATURE: Steven P. Shortt

DATE: 6/6/13

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U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

The Danielsen Company, Inc

Organization Name

Bid #14-1008

PR/Award Number or Project Name

Steven P. Schwartz, Bid & Purchasing Coordinator

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

Steven P. Schwartz

Signature(s)

6/6/13

Date

Instructions for Certification

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

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: <input checked="" type="radio"/> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: <input checked="" type="radio"/> a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: <input checked="" type="radio"/> a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> Prime Subawardee </div> <div style="display: flex; justify-content: space-between;"> Tier _____, if known </div> Congressional District, if known:		• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="text-align: center; font-size: 1.2em;"> DANIELSEN'S DOES NOT LOBBY </div> Congressional District, if known:
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred	

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<p>• Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____</p>	<p>Other; specify: _____</p>
<p>• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Steven P. Schwartz</u> Print Name: <u>Steven P. Schwartz</u> Title: <u>Bid & Purchasing Coordinator</u> Telephone No: <u>(530) 895-3197</u> Date: <u>6/6/13</u></p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

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NONCOLLUSION AFFIDAVIT

TO BE EXECUTED
BY THE BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

)
County of Butte)

GARTH MUIER, after first being by me duly sworn,
declares that:

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

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


Signature of Bidder

Subscribed and sworn before me by See Attached

this 6 day of June, 20 13

(SEAL)

PLEASE SEE
ATTACHED NOTARY
CERTIFICATE

NOTARY PUBLIC

JURAT

State of California

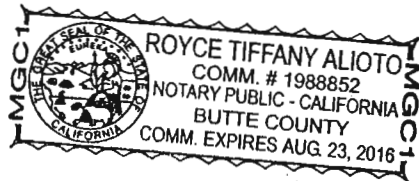
County of Butte

Subscribed and sworn to (or affirmed) before me on

this 6th day of June, 2013

by Garth Miller

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



(seal)

Signature [Handwritten Signature]

Nonadulusion Affidavit

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT REQUEST FOR PRICING, 2013-14 SCHOOL YEAR							(NOT AN ORDER)			
LINE	CANNED VEGETABLES & FRUITS	PACK	ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS			
VF1	APPLESAUCE	6#10	50	HOUSE	23.33	1,166.50				
VF2	APRICOT HALVES LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	29.46	1,470.00				
VF3	BEANS, GARBANZO	6#10	50	HOUSE	22.55	1,127.50				
VF4	BEANS, GREEN CUT SPEC 3/4 SV BL	6#10	50	HOUSE	16.76	838.00				
VF5	BEANS, PINTO CANNED	6#10	50	HOUSE	22.43	1,121.50				
VF6	BEANS, RED KIDNEY	6#10	50	HOUSE	25.70	1,285.00				
VF7	ENCHILADA SAUCE	6#10	50	HOUSE	32.82	1,641.00	Rosarita is reg. stock			
VF8	FRUIT MIX, DICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	29.60	1,480.00	SO, Las Palmas			
VF9	KETCHUP	6#10	50	HOUSE	30.77	1,538.50				
VF10	CORN, WHOLE KERNEL, VAC-PAK FANCY	6#10	150	HOUSE	17.77	888.50				
VF11	OLIVES, RIPE, SLICED	6#10	25	HOUSE	19.61	2,941.50				
VF12	ONIONS, DEHYDRATED, CHOPPED	15#	25	HOUSE	26.78	669.50				
VF13	PEACHES, DICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	43.17	1,079.25	KFK			
VF14	PEACHES, SLICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	23.37	1,168.50				
VF15	PEARS, DICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	29.89	1,494.50				
VF16	PEARS, SLICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	23.37	1,168.50				
VF17	PEPPERS, JALAPENO, SLICED	6#10	100	HOUSE	26.09	1,304.50				
VF18	PINEAPPLE TIDBIT LITE SYRUP OR FRUIT JUICE	6#10	25	HOUSE	20.02	2,002.00	MKT			
VF19	POTATOES, PEARLS, EXTRA RICH	6/3.55 LB CTN	100	HOUSE	21.67	541.75				
VF20	SALSA, MILD	6#10	50	SPECIFY BRAND	40.49	4,049.00	Idahoan, 12-1.7#			
VF21	SAUCE, PIZZA	6#10 CANS	150	HOUSE	18.91	945.50				
VF22	SAUCE, SPAGHETTI, NO MEAT	6#10	50	SPECIFY BRAND	13.02	1,953.00				
VF23	TOMATO PASTE, FCY	6#10	50	SPECIFY BRAND	13.46	673.00				
					21.47	1,073.50				

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT REQUEST FOR PRICING, 2013-14 SCHOOL YEAR							(NOT AN ORDER)				
LINE	FROZEN & REFRIGERATED FOODS	PACK	ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS				
FZ1	BAR BUTTERMILK, WHOLE GRAIN , IND. WRAP	72/2 COUNT	300	DAVES OR =	23.30	6,990.00					
FZ2	BEEF TRI TIP SIRLOIN PEELED	3/15# AVG	75	SPECIFY BRAND	No Bid						
FZ3	BISCUIT, DOUGH WHOLE GRAIN EASY SPLIT	216/2.2 OZ	350	GENERAL MILLS	38.28	13,398.00	SO, Pillsbury, 216-2.5oz				
FZ4	BISCUIT, DOUGH WHOLE GRAIN MINI	210/1.1 OZ	350	GENERAL MILLS	41.71	7,741.38	SO, Country Home, 396-1oz				
FZ5	BROCCOLI, CUTS FROZEN, GRADE A	20#	25	HOUSE	12.18	304.50					
FZ6	BROWNIE, LOW FAT CHOC CHIP FUDGE I.W.	96/2 OZ	30	BUENA VISTA BR200WL	31.83	954.90					
FZ7	BURRITO, BEAN & CHEESE WHOLE GRAIN, SANTA FE	48/5.5 OZ	400	SANTE FE #22260	27.02	\$10,808.00	Fiesta Santa Fe, 48-5.5oz				
FZ8	BURRITO, BEAN & CHEESE WHOLE GRAIN, SENOR FELIX	60/5.75 OZ	200	SANTE FE #60575	49.86	\$9,972.00	Los Cabos, 96-5.2oz				
FZ9	CREAM CHEESE, POUCH	100/1 OZ	25	PHILADELPHIA	38.42	7,684.00	SO				
FZ10	CHICKEN PATTY, GRILLED	100/1.5#	100	TYSON #431-928	14.55	363.75	Smithfield, 100-1oz Cups				
FZ11	CHICKEN PATTY, SPICY, BREADED WITH FOIL WRAP	75/3 OZ	400	PIERRE # 1967	31.64	3,164.00					
FZ12	CHICKEN, KNG PO	2/5# & 2-2#	100	LINGS ONLY	35.84	14,336.00					
FZ13	CHICKEN, MANDARIN ORANGE WITH 2/32 OZ SAUCE	2/5# & 2-2#	100	LINGS #52724-0003-2 ONLY	156.45	15,645.00	SO, Chicken 6-5#, Sauce 6-2.25#				
					142.23	14,223.00	Chicken 6-5#, Sauce 6-2.25#				

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FZ14	CHICKEN, SICHUAN	2/5# & 2-2#	100	LINGS ONLY	128.24	12,824.00	Chicken 6-5#, Sauce 6-2#
FZ15	CHICKEN, SWEET & SOUR	2/5# & 2-2#	100	LINGS ONLY	142.23	14,223.00	SO, Chicken 6-5#, Sauce 6-2.25#
FZ16	CHICKEN, TERIYAKI	2/5# & 2-2#	300	LINGS ONLY	128.24	38,472.00	Chicken 6-5#, Sauce 6-2#
FZ17	COOKIE DOUGH, LOW FAT CHOC CHIP	336/10Z	50	COOKIE TREE #4441WG OR =	29.51	1,475.50	Masterpiece, 320-1oz
FZ18	CORN ON COB	96/CS	50	HOUSE	16.17	808.50	
FZ19	CORNDOG, TURKEY ON STICKS, CN LABEL	36/4 OZ	400	DON LEE #CN840	22.24	4,448.00	Foster Farms, 72-4oz
FZ20	DOUGH, CINNAMON ROLL CN LABEL	120/2.5OZ	250	RICH'S # 08221	18.24	4,560.00	
FZ21	EGGROLL, PORK & VEG, CN LABEL ONLY	60/4.4 OZ	200	MINH #69349	41.72	8,344.00	
FZ22	FRENCH TOAST STICKS (made w/ Whole Grains)	6/2# 150ct	300	FARM RICH 37717	18.38	5,514.00	
FZ23	HOT DOGS, TURKEY, 6", 5-1, CN LABEL	10# 6" 5x1	500	FOSTER FARMS OR =	11.28	5,640.00	
FZ24	LO MEIN NOODLES, VEGETABLE	2/6#	100	MINH #56317	29.17	2,917.00	SO
FZ25	PANCAKE, HEAT & SERVE, WHOLE GRAIN	144 - 1.2 OZ	350	Aunt Jemima OR =	17.92	6,272.00	Mrs. Buttersworth
FZ26	PANCAKE, MINI MAPLE WHOLE GRAIN	72/2.5 OZ	250	KELLOGG'S OR GENERAL MILLS	26.79	6,697.50	General Mills
FZ27	PANCAKE, MINI BLUEBERRY WHOLE GRAIN	72/2.5 OZ	250	KELLOGG'S OR GENERAL MILLS	26.79	6,697.50	General Mills, Strawberry
FZ28	PEPPERONI, SLICED 14/16 CT	1/25#	400	HORMEL OR =	65.51	26,204.00	Armour
FZ29	POLISH SAUSAGE 6-INCH 5x1	10#	450	RICH'S OR =	2.30#	10,350.00	Armour
FZ30	POTATO, OVEN-ROAST, 1" CUBE CUT	6/5 LB	200	MCCAIN #MCF03927	26.10	5,220.00	
FZ31	POTATO, FRY 3/8" STRAIGHT CUT GARLIC	6/5 LB	600	MCCAIN #MXF269	24.64	14,784.00	
FZ32	POTATO, FRY 3/8" OVATION STRT	6/5 LB	200	MCCAIN #MCF03762	20.02	4,004.00	SO
FZ33	POTATO, GEMS	6/5 LB	200	SIMPLOT #004189	15.08	3,016.00	
FZ34	POTATO, SEASONED WEDGES 10 CUT	6/5 LB	400	SIMPLOT #478010	19.12	7,648.00	
FZ35	RICE, FRIED, VEGETABLE	4/3#	50	MINH #59372	33.60	1,680.00	SO
FZ36	SWEET POTATO FRY 3/8" STRAIGHT CUT	6/2.5#	75	MCCAIN #MCF03731	21.60	1,620.00	SO
FZ37	SWEET POTATO FRY 7/16" CRINKLE CUT	6/2.5#	75	MCCAIN# MCF04566	18.92	1,419.00	Simplot, 6/16" Krinkle Kut
FZ38	TOPPING, WHIPPED NON DAIRY ON TOP, BAGS	12/16 OZ	50	RICH'S	32.52	1,626.00	
FZ39	TORTILLA, FLOUR 10", HAND STRETCHED	6/20CT	50	HOUSE	16.10	805.00	
FZ40	TORTILLA, FLOUR 8", HAND STRETCHED	24/12CT	75	HOUSE	18.67	1,400.25	200ct
FZ41	VEGETABLE MIX, 5-WAY, FROZEN	20#	25	HOUSE	14.28	357.00	
FZ42	VEGETABLE MIX, IMPERIAL GARDEN BLEND	24#	75	HOUSE	No Bid		
FZ43	VEGETABLE MIX, IMPERIAL JAPANESE BLEND	24#	25	HOUSE	16.07	401.75	20#
FZ44	VEGETABLE MIX, IMPERIAL CAPRI BLEND	24#	125	HOUSE	15.29	1,911.25	MKT, 20#
FZ45	VEGETABLE MIX, KEY LARGO	24#	125	HOUSE	No Bid		
FZ46	WAFFLE STICKS, BELGIAN PREMIUM WHOLE GRAIN	144/1.1 OZ	250	SPECIFY BRAND	19.24	4,810.00	Van's
FZ47	YOGURT, LOW FAT, ASSORTED FLAVORS (NO SPLENDA)	48/4 OZ	350	UPLAND	13.82	3,457.50	SO, Upland Farms
FZ48	YOGURT, LOW FAT, ASSORTED FLAVORS (NO SPLENDA)	12/8 OZ	125	UPLAND	9.64	3,374.00	Dannon is reg. stock
FZ49	ICE CUPS, ASSORTED FLAVORS	90/4 OZ	200	ROSATI ICE	6.98	872.50	SO
FZ50	WHOLE FRUIT JUICE BAR, ASSORT FLVR FROZEN 100% JUICE, CN LABEL	96/4 OZ	200	J&J SNACK FOODS	26.22	5,244.00	
					29.71	5,942.00	
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT							
REQUEST FOR PRICING, 2013-14 SCHOOL YEAR							
LINE	GROCERIES	PACK	(NOT AN ORDER) ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS
G1	CEREAL CHEERIOS BOWLPAK, WG, 1 GRAIN EQV	96 CT	100	GENERAL MILLS	19.39	1,939.00	SO

G2	CEREAL HONEY NUT CHEERIOS BOWLPAK, WG, 1 GRAIN EQV	96 CT	100	GENERAL MILLS	19.39	1,939.00 SO
G3	CEREAL APPLEJACKS RED SUGAR BOWLPAK, WG, 1 GRAIN EQV	96 CT	100	KELLOGG'S	27.08	2,708.00
G4	CEREAL FROSTED FLAKES MULTI-GRAIN RED SUGAR, 1G EQV	96 CT	100	KELLOGG'S	25.53	2,553.00
G5	CEREAL FROSTED MINI-WHEATS LITTLE BITES CINN, 1G EQV	96 CT	100	KELLOGG'S	25.53	2,553.00
G6	CEREAL GRANOLA NATURE VALLEY LOW FAT	4/50 OZ	25	GENERAL MILLS	42.88	1,072.00 SO
G7	CEREAL BAR TRIX, WG, 1 GRAIN EQV	96 CT	50	GENERAL MILLS	27.21	13,605.00
G8	CEREAL BAR GOLDEN GRAHAMS, WG, 1 GRAIN EQV	96 CT	50	GENERAL MILLS	27.21	13,605.00 SO
G9	CEREAL BAR CINNAMON TOAST CRUNCH, WG, 1 GRAIN EQV	96 CT	50	GENERAL MILLS	27.21	13,605.00
G10	BEAN, REFRIED VEGTRN DEHY	6/30 OZ	150	CASASOL ONLY	27.69	4,153.50 MKT, Santiago
G11	FLOUR, PIZZA W/ YEAST	24 LBS	1000	PIZZABLEND	No Bid	
G12	MAYONNAISE, REDUCED FAT	1/30 LB	200	KRUGER OR =	24.97	4,994.00 MKT
G13	MIX, CAKE, WHITE, YELLOW, CHOCOLATE LOW FAT	6/CS	20	GENERAL MILLS OR =	67.17	1,343.40 SO
G14	MIX, CHILI SEASONING	8/12 OZ	20	LAWRYS OR =	16.15	323.00 SO, Foothill Farms, 6-8oz
G15	MIX, GRAVY TURKEY	6/11.3 OZ	20	SPECIFY BRAND	26.15	393.15 TUF, 8-14oz
G16	MIX, TACO SEASONING	7 LB	10	SPECIFY BRAND	18.94	189.40 KFK
G17	IPAN COATING, AEROSOL SPRAY FOOD REI FASE	24 LBS	75	VEGALENE ONLY	30.83	2,312.25 MKT
G18			50	HOUSE	17.32	866.00
G19			50	HOUSE	20.30	1,015.00 12-1#, Not Whole Grain
G20			50	HOUSE	17.32	866.00
G21			25	HOUSE	19.29	482.25
G22			25	HOUSE	13.88	347.00
G23			50	KELLOGS	38.39	1,919.50
G24			200	HOUSE	13.79	2,758.00
G25			100	CATTLEMEN'S OR =	35.42	3,542.00 Kens, Hickory
G26			30	LAWRYS OR =	No Bid	
G27			15	SPECIFY BRAND	30.08	451.20 TUF
G28			30	SPECIFY BRAND	31.00	930.00 TUF
G29			20	HOUSE	23.69	473.80 KFK, 5#
G30			20	HOUSE	4.09	81.80 KFK, 16oz
G31			20	HOUSE	5.46	109.20 KFK, 16oz
G32			20	HOUSE	4.43	88.60 KFK, 1#
G33			20	HOUSE	4.44	88.80 KFK, 16oz
G34			25	HOUSE	No Bid	
G35			25	HOUSE	13.58	339.50 MKT
G36			25	HOUSE	10.86	271.50 MKT
G37			25	HOUSE	No Bid	
				SPECIFY BRAND & PACK		
G38			500	AMERICANA OR =	14.50	7,250.00 Heinz
G39			200	AMERICANA OR =	4.40	880.00
G40			300	AMERICANA OR =	13.21	3,963.00

2w advance, provide 9ty - monthly

50 items - brown butter?

- biscuits? / cereal - see spec

paper ~~some~~ (after) → C/M special order

~~at 1000~~ fax or email

146 ~~new before~~ before 3pm

Brown butter - fab

Yogurt

waffle

G41	TACO SAUCE	200 / 9 GM	100				929.00	500-9gm	
G42	SALAD DRESSING, BUTTERMILK RANCH	100 / 1 OZ	100				10.43	1,043.00	Cup
G43	SALAD DRESSING, BUTTERMILK RANCH	100 / 1.5 OZ	200				14.59	2,918.00	
G44	SOY SAUCE	500 / .5 OZ	50				12.80	640.00	500-9gm
G45	SYRUP, PANCAKE IMITATION MAPLE	100/1 OZ	200				4.59	918.00	
G46	LITE RANCH DRESSING CUPS	100/1 OZ	300				13.98	4,194.00	SO, 100-1oz, Cups
G47	LITE RANCH DRESSING CUPS	100/1.5 OZ	200				17.84	3,568.00	SO, 100-1.5oz, Cups
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT									
REQUEST FOR PRICING, 2013-14 SCHOOL YEAR									
LINE	BEVERAGES, SNACKS	PACK	ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS		
BEVS1	BEVERAGE, GATORADE ASSORT FLV RS	24/20 OZ	2,000	GATORADE	19.74	39,480.00			
BEVS2	WIDEMOUTH								
BEVS3	BEVERAGE, GATORADE ASSORT FLV RS	24/12 OZ	2,000	GATORADE	11.87	23,740.00			
BEVS4	WIDEMOUTH								
BEVS5	BEVERAGE, SPRING WATER PLASTIC BOTTLE	35/16.9 OZ	1,000	CRYSTAL GEYSER OR =	4.47	4,470.00			
BEVS6	BEVERAGE, 100% JUICE, VARIOUS FLAVORS	12/15.2 OZ	500	DOLE	13.83	6,915.00	SO, Tropicana		
BEVS7	CHIP BAKED DORITOS NACHO CHEESE LSS	60/1.375 OZ	25	FRITO LAY OR =	25.66	641.50	64ct		
BEVS8	CHIP BAKED LAYS SOUR CREAM & ONION	60/1.125 OZ	25	FRITO LAY OR =	25.66	641.50	64ct		
BEVS9	CHIP BAKED LAYS POTATO CHIPS LSS	60/1.125 OZ	25	FRITO LAY OR =	25.66	641.50	64ct		
BEVS10	CHIP BAKED LAYS KC MASTERPIECE BBQ LSS	60/1.125 OZ	25	FRITO LAY OR =	25.66	641.50	64ct		
BEVS11	CHIP BAKED RANCH DORITOS	60/1.375 OZ	25	FRITO LAY OR =	25.66	641.50	SO, 64ct		
BEVS12	CHIP BAKED CHEETOS TRANS FAT FREE	LSS 60/1.5 oz	25	FRITO LAY OR =	25.66	641.50	64ct		
BEVS13	CHIP BAKED CHEETOS FLAMIN' HOT	LSS 64/1.5 oz	200	FRITO LAY OR =	25.66	5,132.00	64ct		
BEVS14	CHIP MUNCHIES ULTIMITE CHEDDAR SNACK MIX	60/1.75 OZ	25	FRITO LAY OR =	23.38	584.50	64ct		
BEVS15	CHIP POTATO REGULAR	120/5 OZ	500	LAYS	16.03	8,015.00			
BEVS16	CHIP MULTIGRAIN	104/1 OZ	100	SUNCHIP OR =	25.68	2,568.00			
BEVS17	POPCORN, ORIGINAL	1OZ	50	JONNY RAPP'S	No Bid				
BEVS18	RICE KRISPIES BAR	4/20CT	200	KELLOGGS	33.66	6,732.00	Kellogg's		
BEVS19	CRACKER, ANIMAL, IND. BAGS, WG	200/1.0 OZ	50	AUSTIN OR =	19.23	4,807.50	Goodyman, 64-1.2oz		
BEVS20	CRACKER, APPLE CINNAMON BEAR GRAHAM, WG	300/2 PK	150	MJM #40301	24.22	1,211.00	J&J, Jungle Cracker		
BEVS21	CRACKER, CHOCOLATE BEAR GRAHAM, WG	300/2 PK	150	MJM #40201	36.51	5,476.50			
BEVS22	CRACKER, ELF GRAHAM WG; CINNAMON & CHOCOLATE	150/1 OZ	50	KEEBLER 30100-40221 & 40239	36.51	5,476.50			
BEVS23	CRACKER, GIANT GOLDFISH GRAHAM I.W. CHOC. OR CINNAMON	300-.9 OZ	50	PEPPERIDGE FARM 15094	29.20	1,460.00			
BEVS24	CRACKER, GRIPZ CINNAMON GRAHAMS, WG	150/1 OZ	50	KEEBLER 30100-45682	41.27	2,063.50	MKT, Cinnamon		
BEVS25	CRACKER, TROPICAL TREAT, ORANGE, WG	150/1 OZ	50	MJM #551150	31.74	1,587.00			
BEVS26	CRACKER, SUNRISE BITES, MAPLE, WG	150/1 OZ	50	MJM #570150	23.77	1,188.50			
BEVS27	CRACKER, SALTINES, WRAPPED	500/2 PACK	50	KEEBLER	23.77	1,188.50	SO		
BEVS28	SNACK, CHEEZ-IT ORIGINAL SCRABBLE JUNIOR, WG	125/1 OZ	50	CHEEZ-IT	10.07	503.50			
BEVS29	SNACK, CHEX MIX HOT & SPICY	60/1.75 OZ	50	GENERAL MILLS OR =	MFG DISC				
BEVS30	SNACK, FORTUNE COOKIE 500 CT	500-.2 OZ	100	HOUSE	20.80	1,040.00	SO, New Pack Size: 60-.92oz		
BEVS31	SNACK, GOLDFISH CRACKER, WG	300/1 OZ	50	PEPPERIDGE FARM 16187 & 16188	11.12	1,112.00	350ct		
BEVS32	SNACK, NUTRI-GRN BAR, ASSORT FLAVORS	48/1.3 OZ	50	KELLOGGS	45.89	2,294.50			
BEVS33					19.21	960.50			

BEVS31	SNACK, QUAKER CHEWY	84/2/10CT	15	QUAKER	25.27	379.05	Chocolate Chip is reg. stock, 96ct SO, all other flavors, 96ct
BEVS32	SNACK, SUNFLOWER SEEDS, ASSORT FLAVORS	150/1 OZ	100	DAKOTA GOURMET OR =	24.99	2,499.00	
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT							
REQUEST FOR PRICING, 2013-14 SCHOOL YEAR							
LINE	PAPER GOODS	PACK	ESTIMATED (NOT AN ORDER) USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS
P1	APRON, WHITE DISPOSABLE BIB FIRE RETARD	100 CT	20	HOUSE	25.53	510.60	10-100ct
P2	BAG, FRENCH FRY PLAIN 4.5X4.5	2000CT	20	SPECIFY BRAND	17.17	354.00	Bagcraft
P3	BAG, FOIL CHICKEN 6X.75X6.75	1000CT	10	SPECIFY BRAND	No Bid		
P4	BAG, FOIL HAMBURGER 6X1X6.5	1000CT	40	SPECIFY BRAND	33.53	1,341.20	Bagcraft
P5	BAG, HI-DEN SADDLE 6.5X7" PLAS	2000CT	20	SPECIFY BRAND	10.70	214.20	Fortune
P6	BAG, HOT DOG, OPEN END 3X1.75X9"	2000CT	10	HOUSE	13.55	271.00	MKT, 1000ct
P7	BAG, PLASTIC 10.5 X 11 FRZR RECLOSABLE	250 / 1 GAL	50	HOUSE	17.61	880.50	MKT
P8	BAG, SANDWICH (FOLD & Lock)	75 ct	40	SPECIFY BRAND	No Bid		
P9	BOWL 12 OZ STYROFOAM	8/125/CS	25	PACTIV OR =	22.00	550.00	Dart
P10	BOX, PIZZA 14"	50CT	125	SPECIFY BRAND	12.90	1,612.50	Packers
P11	CONTAINER, PLASTIC, HINGE, CLEAR 1 COMPART 6"	500/6X6X3	20	DART OR = <u>SUBMIT</u>	34.76	695.20	
	COLD			<u>SAMPLE</u>			
P12	CONTAINER, PLASTIC, HINGE, CLEAR 1 COMPART 6"	500/6X6X3	20	DART OR = SUBMIT	21.70	434.00	
	HOT			SAMPLE			
P13	CUP, FOAM, 4OZ.SQUAT	20/50	75	DART 4J6 OR =	17.35	1,301.25	
P14	CUP, FOAM, 8OZ SQUAT	20/50	50	DART 8SJ20 OR =	30.97	1,548.50	
P15	CUP, PAPER COLD 7 OZ	12/100 CT	100	SERENE OR =	66.09	3,304.50	SO, Solo, 2000ct
P16	FILM, PLASTIC 18" X 2000' / ROLL	2000 ft	100	HOUSE	12.29	1,229.00	
P17	FOIL - SHEET 9"X10 3/4"	6/500CT	10	HOUSE	36.86	368.60	
P18	FOIL, ALUMINUM HEAVY DUTY	18" X 1000'	100	PACTIV OR =	36.36	3,636.00	
P19	GLOVES, DISPOSABLE, PLASTIC, LARGE	4/100 CT	50	HOUSE	43.35	86.70	100-100ct
P20	GLOVES, DISPOSABLE, PLASTIC, MEDIUM	4/100 CT	175	HOUSE	43.25	302.75	100-100ct
P21	GLOVES, DISPOSABLE, PLASTIC, SMALL	4/100 CT	150	HOUSE	43.25	259.50	100-100ct
P22	LID PLASTI FITS 4J6	10/100 CT	10	DART 6JL OR =	9.50	95.00	
P23	LID PLASTI FITS 8SJ20	10/100 CT	10	DART 8SJL OR =	16.36	163.60	
P24	LINER PAN OVENABLE HALF PAN DEEP 10.4X12.8, 6"	100 CT	10	PANSAVER #42636	No Bid		
P25	LINER PAN OVENABLE HOTEL PAN DEEP 20.8x12.8, 6"	250 CT	50	PANSAVER #42102	No Bid		
P26	LINERS, PAPER BAKERY PAN, 17x25	1000CT	150	QUILLON OR =	25.80	3,870.00	
P27	MITTS, OVEN PYROTEX 17 INCH	2 PAIR	35	SPECIFY BRAND	No Bid		
P28	NAPKINS, DISPENSER 7.25"X13.5"	40/250CT	25	HOUSE	24.55	613.75	
P29	PAN GRABBER, TRAY KNT 8.5"X11.5"	3 EACH	75	HOUSE	No Bid		
P30	PLATE, FOAM, LAM WHITE 9"	12/100CT	25	HOUSE	26.20	655.00	SO, 500ct
P31	PLATES 9", PAPER WHITE, LT. WT. UNCOATED	12/100 CT	25	HOUSE	17.98	449.50	MKT, 10-100ct
P32	SCOURING PADS GREEN NYLON	6/12 PK	15	HOUSE	5.73	85.95	MKT, 20ct
P33	TRAY, FOOD PAPER RED PLAID 2.5 LB #250	500/2.5 LB	75	HOUSE	13.89	1,041.75	
P34	TRAY, FOOD PAPER RED PLAID 2 LB #200	1000/2 LB	75	HOUSE	13.78	1,033.50	
P35	TRAY, FOOD PAPER, RED PLAID 16 OZ #100	4/250/CS	25	HOUSE	12.70	317.50	
P36	TRAY, FOOD, PAPER, RED PLAID 8 OZ #50	4/250/CS	50	HOUSE	13.08	654.00	

P37	WIPER TOWELS 12" X 24"	100 CT	75	CHIX #6279	56.27	1,406.75	MKT, Wypall, 300ct
P38	TRAY, MEAT 8"x5.5"x1" POLYSTYRENE	500 CT	1,000	PACTIV OR = schl to schl:	16.51	16,510.00	
P39	Please quote school to school and/or warehouse drop shipment (250 cs per drop) pricing for MEAT TRAYS listed above			drop ship (250):	16.25	16,250.00	
P40	TRAY, 5 COMPARTMENT SCHL LUNCH	500 CT	2,800	PACTIV OR = schl to schl:	18.24	51,072.00	
P41	Please quote school to school and/or warehouse drop shipment (300 cs per drop) pricing for 5 COMPARTMENT TRAYS			drop ship (300):	17.85	49,980.00	
P42	SPORK PACKET, MED. WT. SPORK WITH STRAW & NAPKIN	1000 CT	1200	SPECIFY BRAND schl to schl:	11.60	13,920.00	
P43	Please quote school to school and/or warehouse drop shipment (250 cs per drop) pricing for SPORT PACKET listed above			drop ship (250):	11.41	13,692.00	
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT REQUEST FOR PRICING, 2013-14 SCHOOL YEAR							
LINE	CHEMICALS AND CLEANSERS	PACK	(NOT AN ORDER) ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS
C1	BLEACH, 6%	6/1 GAL	50	HOUSE	10.49	524.50	MKT
C2	CLEANER, DEGREASER OVEN LIQUID	4/32 OZ	15	ECOLAB	No Bid		
C3	CLEANER, DRAIN GREASE DIGESTANT	1/2.5 GAL	25	ECOLAB	No Bid		
C4	CLEANER, MULTI SURFACE CITRUS (FLOOR)	2/1 GAL	20	HOUSE	No Bid		
C5	CLEANER, STAINLESS STEEL MAINTAINER	6/16 OZ	15	HOUSE	No Bid		
C6	DEGREASER / CLEANER HEAVY DUTY	4/1 GAL	15	KEYSTONE	No Bid		
C7	DELIMER DESCALER LIME-A-WAY	2/1 GAL	20	KEYSTONE	No Bid		
C8	DETERGENT - POT & PAN LIQUID, MILD, HANDWASH	4/1 GAL	40	HOUSE	No Bid		
C9	DISH MACHINE DETERGENT, LOW TEMP.	4/6.75 LB	60	ECOLAB	No Bid		
C10	RINSE ADDITIVE, LOW TEMP. DISH MACHINE	2/2.5 lb	15	ECOLAB	No Bid		
C11	SANITIZER FOR LOW TEMP. DISH MACHINE	1/2.5 LB	60	ECOLAB	No Bid		
C12	SANITIZER QUAT HARD SURFACE	6/32 OZ	10	KEYSTONE	No Bid		
C13	TEST STRIP, CHLORINE	1/100 CT	40	ECOLAB	No Bid		
C14	CLEANSER, POWDERED, EPA REGISTERED	24/21 OZ	10	COMET OR =	No Bid		
Please provide MSDS sheets for above items.							

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

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

Supplier: The Danielsen Company

Date: 6/6/13

Signature: Steven P. Schwartz

Printed Name: Steven P. Schwartz

NOTICE TO BIDDERS

Marysville Joint Unified School District is seeking qualified vendors to participate in submitting food bids for the 2013-2014 school year for the Nutrition Services Department. Milk/Juice #14-1007, Grocery, Paper and Cleaning Supplies #14-1008, Bread #14-1009, Produce #14-1010.

All bids are due on or before 10:00am on Friday, June 7th, 2013. Bids must be submitted to MJUSD Nutrition Services Department, Room 209, 1919 B Street, Marysville, CA 95901.

Please call Amber Watson for bid documents or further questions: 530-749-6178.

May 24 & 31, 2013

Ad #00155136

Amber Watson

From: Katie Nielson <Katie@dancofoods.com>
Sent: Friday, June 07, 2013 9:20 AM
To: Amber Watson
Subject: [SCANNED] Marysville Joint USD 2013-14 Bid
Attachments: Marysville Joint USD 2013-14 Bid.pdf; Marysville Joint USD 2013-14 Bid.xls

Good morning Amber,

Attached is the Marysville Joint USD 2013-14 Bid from The Danielsen Company, Inc. We are delivering a hard copy of this bid today personally to: 1919 B Street, Marysville, CA 95901. I have also attached the excel spreadsheet in case the scanned attachment is hard to view. Let me know if there is anything else you need. Have a great Friday!

Thank you,

Katie Nielson



435 Southgate Court
Chico, CA 95928
(530) 895-3187
Fax (530) 895-3987

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Amber Watson

From: Steve Schwartz <Steve@dancofoods.com>
Sent: Tuesday, June 18, 2013 10:53 AM
To: Amber Watson
Subject: [SCANNED] RE: Marysville Joint USD 2013-14 Bid

Hi Amber, the last of your commodity pricing is below in red. I have added it to the list I originally sent you?

Steve Schwartz - Bid & Purchasing Coordinator
The Daniels Company P-530-895-3187, F-530-896-1887

From: Amber Watson [<mailto:awatson@mjuds.com>]
Sent: Monday, June 17, 2013 7:25 AM
To: Steve Schwartz
Subject: RE: Marysville Joint USD 2013-14 Bid

Hi Steve,
Do you have the commodity price for these items?

Amber Watson, RD, SNS
Director, Nutrition Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Ph: 530-749-6178
Fax: 530-741-7829
awatson@mjuds.k12.ca.us

From: Amber Watson
Sent: Wednesday, June 12, 2013 3:13 PM
To: 'Katie Nielson'
Cc: Eli Zucker
Subject: RE: Marysville Joint USD 2013-14 Bid

Hi Katie and Eli,

I'd like to know if the prices quoted on these items include the commodity discount? If not, can you submit a commodity price? Thank you

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT							
REQUEST FOR PRICING, 2013-14 SCHOOL YEAR			(NOT AN ORDER)				
			ESTIMATED		CASE		
LINE	FROZEN & REFRIGERATED FOODS	PACK	USAGE (cases)	BRAND	PRICE	EXTENSION	COMMENTS
FZ10	CHICKEN PATTY, GRILLED	1/17.5#	100	TYSON #431-928	31.64	3,164.00	No Commodity Value
FZ11	CHICKEN PATTY, SPICY, BREADED WITH FOIL WRAP	75/3 OZ	400	PIERRE # 1967			No Commodity Value

FZ12	CHICKEN, KNG PO	2/5# & 2-2#	100	LINGS ONLY	113.13	11,313.00	SO, Chicken 6-5#, Sauce 6-2.25#
FZ13	CHICKEN, MANDARIN ORANGE WITH 2/32 OZ SAUCE	2/5# & 2-2#	100	LING'S #52724-0003-2 ONLY	113.13	11,313.00	Chicken 6-5#, Sauce 6-2.25#
FZ14	CHICKEN, SICHUAN	2/5# & 2-2#	100	LINGS ONLY	93.98	9,398.00	Chicken 6-5#, Sauce 6-2#
FZ15	CHICKEN, SWEET & SOUR	2/5# & 2-2#	100	LINGS ONLY	113.13	11,313.00	SO, Chicken 6-5#, Sauce 6-2.25#
FZ16	CHICKEN, TERIYAKI	2/5# & 2-2#	300	LINGS ONLY	93.98	28,194.00	Chicken 6-5#, Sauce 6-2#
FZ17	COOKIE DOUGH, LOW FAT CHOC CHIP	336/10Z	50	COOKIE TREE #4441WG OR =	29.51	1,475.50	No Commodity Value - Masterpiece, 320-1oz
FZ21	EGGROLL, PORK & VEG, CN LABEL ONLY	60/4.4 OZ	200	MINH #69349			No Commodity Value
FZ30	POTATO, OVEN-ROAST, 1" CUBE CUT	6/5 LB	200	MCCAIN #MCF03927	\$20.56	4,112.00	
FZ31	POTATO, FRY 3/8" STRAIGHT CUT GARLIC	6/5 LB	600	MCCAIN #MXF269	19.05	11,430.00	
FZ32	POTATO, FRY 3/8" OVATION STRT	6/5 LB	200	MCCAIN #MCF03762	14.45	2,890.00	
FZ33	POTATO, GEMS	6/5 LB	200	SIMPLOT #004189	15.08	3,016.00	Simplot will rebate you \$5.15 per case. This makes the per case price \$9.93 and the extension \$1,986.00
FZ34	POTATO, SEASONED WEDGES 10 CUT	6/5 LB	400	SIMPLOT #478010	19.12	7,648.00	Simplot will rebate you \$5.15 per case. This makes the per case price \$13.97 and the extension \$5,588.00
FZ36	SWEET POTATO FRY 3/8" STRAIGHT CUT	6/2.5#	75	MCCAIN #MCF03731	15.24	1,143.00	
FZ37	SWEET POTATO FRY 7/16" CRINKLE CUT	6/2.5#	75	MCCAIN# MCF04566	18.92	1,419.00	We bid Simplot On This. It is a 6/16" Crinkle Cut. Simplot will rebate you \$5.87 per case. This makes the per case price \$13.05 and the extension \$978.75

Amber Watson, RD, SNS
Director, Nutrition Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Ph: 530-749-6178
Fax: 530-741-7829
awatson@mjud.k12.ca.us

From: Katie Nielson [<mailto:Katie@dancofoods.com>]
Sent: Friday, June 07, 2013 9:20 AM
To: Amber Watson
Subject: [SCANNED] Marysville Joint USD 2013-14 Bid

Good morning Amber,

Attached is the Marysville Joint USD 2013-14 Bid from The Daniels Company, Inc. We are delivering a hard copy of this bid today personally to: 1919 B Street, Marysville, CA 95901. I have also attached the excel spreadsheet in case the scanned attachment is hard to view. Let me know if there is anything else you need. Have a great Friday!

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

sysco.com

June 07, 2013

**AS SENT
YEAR**

6.6.13 ST

Nutritional Services
Marysville Joint Unified School District
1919 B Street, Room 201
Marysville, California 95901
530-749-6178

Milk/Juice ST

RE: Groceries, Paper, Cleaning Supplies, Produce, and Bread Bid 2013-2014

Dear Amber:

Enclosed, please find the Sysco Sacramento, Inc. quote for the 2013-2014 school year. Also enclosed is our specification sheet on the items quoted, including: Sysco's item code number, the manufacturer's code number, our complete product description, pack size, and the price per case. This information is solely meant to provide additional information to aid in the award process. This letter, along with the Marysville USD's Bid and the Sysco Specification Sheet are meant to be part of the official bid.

The prices quoted will be held for only those items that are specifically awarded to Sysco Sacramento, Inc. If an item is not awarded, Sysco is not obligated to the originally quoted price and reserves the right to re-quote the item should it be necessary. Wherever possible, we have tried to secure pricing through July 31, 2014. Should we receive notification from our manufacturer of price changes due to the instability in the market, freight increase or if contract pricing with the manufacturer cannot be extended, we will give you written notice of our intention to change prices, as well as establish new guarantee dates. We will use the same margins on the new cost as we used in computing the attached quotes. Items marked '**Market**' will change up or down weekly with the commodity market.

Some items are not currently stocked here at our warehouse; therefore these items may need to be special ordered. These items are marked on the Sysco Specification Sheet as "**SPO**". Special order items have a minimum two-week lead-time. I have also included alternates to some items on the BID and they too are listed on the Sysco Specification Sheet.

Regarding the Piggy Back Clause on page 7: Sysco Sacramento, Inc. does not agree with the Marysville Joint Unified School District Piggy Back Clause and will not participate in it.

Please NOTE: We require a minimum of two weeks time between bid award notification by you and your first order/delivery. We also request a copy of your 2013-2014 school year calendars along with fall menus be included with any award packet. This is just to insure that your bid pricing is correct in our system and we have enough stock to meet your delivery on time throughout the school year.

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Should you have any questions regarding this bid, pack sizes, pricing, nutritional specs or need a sample please contact your Account Executive Josh Kelly-Strong at (916) 531-2785.

Thank you,

A handwritten signature in black ink, appearing to be 'ST' with a long horizontal flourish extending to the right.

Sarah Telson

Bid/Account Coordinator
cc: Joshua-Kelly Strong



Marysville Joint Unified School District

Nutrition Services

1919 B Street • Marysville, CA 95901

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

To All Interested Parties:

Attached, please find the **Grocery, Paper and Cleaning Supplies Bid** for 2013-2014. Review the conditions of the bid and do not hesitate to call Amber Watson if you have any questions at (530) 749-6178. Remember to provide product code numbers if they differ from what is listed or are missing.

Completed bid packet is due by Friday, June 7, 2013 at or before 10:00:00 a.m. in Room 209. Bid packets will be opened at this time but not read out loud.

The following forms are attached and must be completed, signed and returned with bid (#14-1008); incomplete packets will not be considered:

- 1. Suspension and Debarment Certification**
- 2. Certification regarding Lobbying and Disclosure of Lobbying Activities**
- 3. Non-Collusion Affidavit**
- 4. List of Products with Pricing**
- 5. Electronic copy of Product List**

Thank you for your continued interest in the Marysville Joint Unified School District.

Sincerely,

Amber Watson, RD, SNS
Director of Nutrition Services

cc: Ramiro Carreon, Assistant Superintendent of Personnel Services
Kathy Cartwright, Director of Purchasing/Warehouse/Print Shop

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Nutrition Services
1919-B Street
Marysville, California 95901

Telephone (530) 749-6178

Fax (530) 741-7829

This is a formal bid on **GROCERIES, PAPER PRODUCTS, AND CLEANING SUPPLIES** (bid# 14-1008) for the Marysville Joint Unified School District (MJUSD) for the 2013-2014 school year. A bid packet may be obtained from the Nutrition Services Department or by calling, 530-749-6178. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Amber Watson – Nutrition Services, 1919 B Street, Marysville, CA 95901 on or before **Friday, June 7, 2013 at or before 10:00 a.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened on or about said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Amber Watson by email: awatson@mjustd.com, or fax: (530) 741-7829. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d).

The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

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

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

INSTRUCTIONS FOR RFP

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease quantities according to need. Quantities are for twelve (12) months, August 1, 2013 through July 31, 2014. The quantity provided is for information only and is not guaranteed.

2. Firm Prices

- The bid prices shall remain firm from **Aug 1, 2013 through July 31, 2014**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth at Section 25 of this contract.
- Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least 60 days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price increases/decreases must be submitted in writing to the MJUSD, Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Discounts

Any discounts, which the vendor desires to provide MJUSD, must be stated clearly in the bid itself so that MJUSD can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the quote form will not be considered by MJUSD in the determination of the lowest responsible bidder. Subject to cash discount of N/A %
N/A days.

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

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

5. Brand Name and Number

The vendor shall bid the brand name, item number, portion size, and pack quantity stated on the worksheet. If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific brand, item number, portion size, and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor

desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Paragraph 5 except that they may be submitted after bid opening.

6. Quality of Materials and Services

The vendor/s certifies that all materials conform to all applicable requirements of CALOSHA and of all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

7. Samples

- a. Where the vendor quotes on a brand named as a standard of the quality and utility desired, a sample of the article will not be required unless specifically requested. If, however, the bid submitted is on any other brand or make than so named, a sample thereof must be furnished and is requested, or the bid on the article cannot legally be considered. Nutrient analysis information on alternate items is also required.
- b. Upon request, the vendor shall submit properly marked sample of items to the Nutrition Services Department, 1919 B Street, Marysville, California, 95901, unless otherwise specified.
- c. Samples of items when requested must be furnished free of expense to the school district and if not destroyed by tests will be returned, upon request at vendor's expense.

8. Sanitation

- a. Employee/s, equipment, and storage facilities of Supplier must meet federal, state, county, and city health code requirements.
- b. Inspection of warehousing facilities may be used to determine award of bid.
- c. County health permit must be posted in public view at warehousing facilities and must be approved for current year of operation.
- d. Supplier must present, upon request by MJUSD, written documents supporting routine pest control maintenance of all the warehousing facilities (refrigeration, freezers, dry storage, office, trucks, and/or other) by a certified pest control operator (PCO).

9. Quality Assurance and Control

- a. Products to be delivered at maximum 40 degree temperature.
- 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. Products bearing an expiration date/shelf life requirement shall meet the following requirements at the time of delivery:
 - i. Semi-perishable items shall have a minimum of ten days shelf life remaining.
 - ii. Non-perishable items shall have a minimum of thirty days shelf life remaining.
- e. All products shall be free of off flavors or any other possible contamination.
- f. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- g. The vendor shall have written procedures in the unlikely event of a product recall and shall

provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. ~~The vendor shall issue replacement product or credit for any product removed or recalled.~~ The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

10. Statement

The contractor/s shall render bills or statements to the Marysville Joint Unified School District, Nutrition Services Department, 1919 B Street, Marysville, California, 95901, following delivery of materials. The bill shall fully itemize and show the contract rate for each item furnished and the total charge therefore.

11. Billing

Vendor shall provide original monthly statements to the Nutrition Services Department for timely payment.

12. Withdrawal of Bid

- a. A vendor may withdraw bid by written confirmation prior to the time established for bid opening. Bid may not be withdrawn after the start of the bid opening.
- b. Unless otherwise required by law, no vendor may withdraw a bid for a period of sixty days after the date set for the opening thereof. (Public Contract Code sections 5100 et seq.)

13. Method of Pricing

~~Parties shall fill in the unit price after each item to be furnished in accordance with specification herein.~~

14. Basis of Award

- a. The District will evaluate the quote on each item and the total combined amount for furnishing the quantity listed.
- b. It is the intent of the Board of Trustees of the MJUSD to award the bid on the basis of service, quality, price and general adaptability for school food service use and in accordance with the specifications herein.
- c. One vendor shall be awarded the bid for service between **August 1, 2013 and July 31, 2014.**
- d. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
- e. Awarded vendor will be required to enter into a contract with Marysville Joint Unified School District subject to Board approval.

15. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents.

16. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District and the vendor/s acceptance of these bid instructions and conditions.

17. Default by Bidder

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

If the successful vendor/s fails to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon thirty (30) days written notice to the vendor/s as set forth at Section 25 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

18. Attorneys' Fees

In the event of a dispute under this contract, the prevailing party shall be entitled to recover its attorneys' fees and costs from the other party.

19. Modification of Contract

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

20. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

21. Force Majeure Clause

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

22. Prevailing Law

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

23. Governing Law and Venue

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

24. Permits and Licenses

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

25. Contract Documents

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

26. Cancellation Notice by Marysville Joint Unified School District

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

27. Special Requirements

- **Manufacture Product Specification**
 - **CN Labeling When Available**
- OR**

- **Product Contribution to Reimbursable Meal Pattern with Signature**
- **Current Nutrition Fact Label for Product with Ingredients Listed**

- a. Attached to this bid is a listing of the grocery, paper, and cleaning supply items ordered by MJUSD Schools.
- b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

28. Delivery

Weekly deliveries shall be made to any of the school cafeterias of the MJUSD herein listed and any additional cafeterias established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.

Orders will be submitted weekly from the Nutrition Services Office. Deliveries shall be weekly on either Monday or Tuesday morning between the hours of 5:30am and 10:00am (final delivery day will be determined upon bid award). Vendor must have the ability to provide back-up service in enclosed refrigerated trucks in case of truck break down or other emergency.

When the delivery is made, two copies of itemized delivery tag must be left with the Nutrition Service Site Manager or designee. Any information regarding shorted items/orders must be forwarded directly to Nutrition Services **prior to delivery** at the following phone number: 530-749-6178. Any issues/changes on deliveries or other emergency communications shall be reported directly to Nutrition Services by the vendor's authorized representative at the aforementioned phone number. Delivery of grocery, paper, and cleaning supplies on this contract begins on August 1, 2013 ends July 31, 2014.

29. Points of Delivery

Arboga Elementary	1686 Broadway	Olivehurst 95961
Cedar Lane Elementary	841 Cedar Lane	Olivehurst 95961
Covillaud Elementary	628 F Street	Marysville 95901
District Warehouse	1919 B Street	Marysville 95901
Dobbins Elementary	Dobbins School Lane	Dobbins 95935
Edgewater Elementary	5715 Oakwood Drive	Marysville 95901
Ella Elementary	4850 Olivehurst Avenue	Olivehurst 95961
Foothill Intermediate	5351 Fruitland Road	Marysville 95901
Johnson Park Elementary	4364 Lever Avenue	Olivehurst 95961
Kynoch Elementary	1905 Ahern Street	Marysville 95901
Linda Elementary	6180 Dunning Avenue	Marysville 95901
Lindhurst High	4446 Olive Drive	Olivehurst 95901
Marysville High	12 E. 18 th Street	Marysville 95901
McKenney Intermediate	1904 Huston Street	Marysville 95901
Olivehurst Elementary	1778 McGowan Parkway	Olivehurst 95961
Yuba Feather Elementary	18008 Oregon Hill Road	Challenge 95925
Yuba Gardens Intermediate	1964 11 th Avenue	Olivehurst 95961

30. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder). Indicate whether prices will be extended for any further purchases:

X Yes No

31. Piggyback Clause

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

32. Emergency Response and Delivery System

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

33. Bid Opening

Bid packets will be opened but not read Friday, June 7, 2013 at or before 10:00 a.m. Parties that submitted a bid may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

34. Required Documents: Each bidder must return with this bid packet a fully executed:

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **Excel bid worksheet on hard copy. An electronic copy must also be provided.** A disk may be enclosed with documents or it may be sent separately via email to awatson@mjud.com.
- e. All documents, including the electronic worksheet must be received by the closing date and time: Friday, June 7, 2013, 10:00 a.m.

COMPANY NAME: Sysco Sacramento, Inc.

ADDRESS: 7062 Pacific Ave. Pleasant Grove, CA 95668

PHONE #: 916-569-7298 **FAX #:** (877)569-6973

AUTHORIZED AGENT SIGNATURE: 

DATE: 05-29-13

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Sysco Sacramento, INC.


Organization Name

14-1008

PR/Award Number or Project Name

Susie O'Brien Vice President Contract Sales

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



Signature(s)

Date

Instructions for Certification

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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award NIA	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred	

<p>• Form of Payment (check all that apply): Cash _____</p>	<p>Other; specify: _____</p>
<p>In-kind; specify: _____ Nature _____ Value _____</p>	<p>NIA</p>
<p>• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: () Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

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INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

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NONCOLLUSION AFFIDAVIT

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

STATE OF CALIFORNIA)

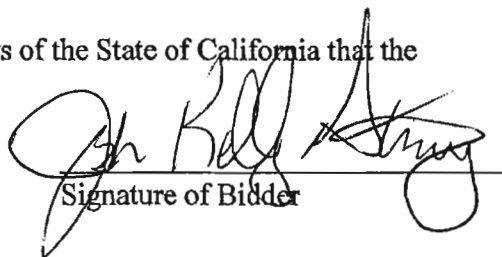
County of Sutter Placer)

--- Josh Kelly-Strong ---, after first being by me duly sworn,
declares that:

He or she is Account Executive of Sysco Sacramento, Inc.

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

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


Signature of Bidder

Subscribed and sworn before me by Josh Kelly-Strong
this 6 day of June, 2013

(SEAL)

NOTARY PUBLIC

(Pub. Contract Code 7106)

SEE ATTACHED NOTARY CERTIFICATE

CM 06/06/13

06/02

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JURAT

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this 6th day of June,
20 13, by Josh Kelly-Strong

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



(Notary Public Seal)

[Signature]
Notary Public Signature

DESCRIPTION OF ATTACHED DOCUMENT:

Title or Type of Document: Noncollusion Affidavit

Date of Document: _____ No. of Pages _____

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT REQUEST FOR PRICING, 2013-14 SCHOOL YEAR									
LINE	CANNED VEGETABLES & FRUITS	PACK	(NOT AN ORDER) ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS		
VF1	APPLESAUCE	6#10	50	HOUSE	\$ 31.66	\$ 1,583.00	MARKET		
VF2	APRICOT HALVES LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	\$ 34.46	\$ 1,723.00	MARKET		
VF3	BEANS, GARBANZO	6#10	50	HOUSE	\$ 23.90	\$ 1,195.00			
VF4	BEANS, GREEN CUT SPEC 3/4 SV BL	6#10	50	HOUSE	\$ 24.33	\$ 1,216.50			
VF5	BEANS, PINTO CANNED	6#10	50	HOUSE	\$ 21.98	\$ 1,099.00			
VF6	BEANS, RED KIDNEY	6#10	50	HOUSE	\$ 27.12	\$ 1,356.00			
VF7	ENCHILADA SAUCE	6#10	50	HOUSE	\$ 29.93	\$ 1,496.50	MARKET		
VF8	FRUIT MIX, DICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	\$ 34.41	\$ 1,720.50			
VF9	KETCHUP	6#10	50	HOUSE	\$ 20.65	\$ 1,032.50			
VF10	CORN, WHOLE KERNEL, VAC-PAK FANCY	6#10	150	HOUSE	\$ 25.49	\$ 3,823.50			
VF11	OLIVES, RIPE, SLICED	6#10	25	HOUSE	\$ 26.29	\$ 657.25			
VF12	ONIONS, DEHYDRATED, CHOPPED	15#	25	HOUSE	\$ 51.00	\$ 1,275.00			
VF13	PEACHES, DICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	\$ 32.92	\$ 1,646.00	MARKET		
VF14	PEACHES, SLICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	\$ 29.68	\$ 1,484.00	MARKET		
VF15	PEARS, DICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	\$ 24.19	\$ 1,209.50	MARKET		
VF16	PEARS, SLICED, LITE SYRUP OR FRUIT JUICE	6#10	50	HOUSE	\$ 34.76	\$ 1,738.00	MARKET		
VF17	PEPPERS, JALAPENO, SLICED	6#10	100	HOUSE	\$ 19.35	\$ 1,935.00	MARKET		
VF18	PINEAPPLE TIDBIT LITE SYRUP OR FRUIT JUICE	6#10	25	HOUSE	\$ 22.05	\$ 551.25	MARKET		
VF19	POTATOES, PEARLS, EXTRA RICH	6/3.55 LB CTN	100	SPECIFY BRAND	\$ 44.71	\$ 4,471.00	SYS CLS/4675138 - (6/3.55LB)		
VF20	SALSA, MILD	6#10	50	HOUSE	\$ 30.73	\$ 1,536.50			
VF21	SAUCE, PIZZA	6#10 CANS	150	SPECIFY BRAND	\$ 21.21	\$ 3,181.50	SYS IMP/4212965 - (6#10)		
VF22	SAUCE, SPAGHETTI, NO MEAT	6#10	50	SPECIFY BRAND	\$ 23.26	\$ 1,163.00	SYS CLS/0 - (6#10)		
VF23	TOMATO PASTE, FCY	6#10	50	SPECIFY BRAND	\$ 30.71	\$ 1,535.50	SYS IMP/23215 - (6#10)		
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT REQUEST FOR PRICING, 2013-14 SCHOOL YEAR									
LINE	FROZEN & REFRIGERATED FOODS	PACK	(NOT AN ORDER) ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS		
FZ1	BAR BUTTERMILK, WHOLE GRAIN , IND. WRAP	72/2 COUNT	300	DAVES OR =	\$25.32	\$7,596.00			
FZ2	BEEF TRI TIP SIRLOIN PEELED	3/15# AVG	75	SPECIFY BRAND	\$3.68	\$276.00	TWOVRS/ B48003 - (4/16#AVG)		
FZ3	BISCUIT, DOUGH WHOLE GRAIN EASY SPLIT	216/2.2 OZ	350	GENERAL MILLS	\$37.17	\$13,009.50	new pack size per manufacturer		
FZ4	BISCUIT, DOUGH WHOLE GRAIN MINI	210/1.1 OZ	350	GENERAL MILLS	\$26.18	\$9,163.00	new pack size per manufacturer		
FZ5	BROCCOLI, CUTS FROZEN, GRADE A	20#	25	HOUSE	\$24.17	\$604.25			
FZ6	BROWNIE, LOW FAT CHOC CHIP FUDGE I.W.	96/2 OZ	30	BUENA VISTA BR200WL	\$35.75	\$1,072.50	BUENVST/711341811100 - (96/2.2 OZ)		
FZ7	BURRITO, BEAN & CHEESE WHOLE GRAIN, SANTA FE	48/5.5 OZ	400	SANTE FE #22260	\$51.88	\$20,752.00	FRNANDO/5817 - (96/5OZ); new pack size per manufacturer. MFG#17520 discontinued.		
FZ8	BURRITO, BEAN & CHEESE WHOLE GRAIN, SENOR FELIX	60/5.75 OZ	200	SANTE FE #60575	\$36.87	\$7,374.00	FRNANDO/5217 - (60/5OZ); new pack size per manufacturer. MFG #5201 discontinued.		
FZ9	CREAM CHEESE, POUCH	100/1 OZ	25	PHILADELPHIA	\$17.63	\$440.75	BBRLIMP/39865 - (100/1 OZ); MARKET		
FZ10	CHICKEN PATTY, GRILLED	1/17.5#	100	TYSON #431-928	\$31.49	\$3,149.00			
FZ11	CHICKEN PATTY, SPICY, BREADED WITH FOIL WRAP	75/3 OZ	400	PIERRE # 1967	\$35.85	\$14,340.00			
FZ12	CHICKEN, KNG PO	2/5# & 2-2#	100	LINGS ONLY	\$115.51	\$11,551.00	LINGS/15557-9 - (6/4LB)		
FZ13	CHICKEN, MANDARIN ORANGE WITH 2/32 OZ SAUCE	2/5# & 2-2#	100	LING'S #52724-0003-2 ONLY	\$115.51	\$11,551.00	LINGS/15552-4 - (6/5LB)		
FZ14	CHICKEN, SICHUAN	2/5# & 2-2#	100	LINGS ONLY	\$96.36	\$9,636.00	LINGS/15556-2 - (6/5LB)		
FZ15	CHICKEN, SWEET & SOUR	2/5# & 2-2#	100	LINGS ONLY	\$115.51	\$11,551.00	LINGS/15551-7 - (6/5LB)		
FZ16	CHICKEN, TERIYAKI	2/5# & 2-2#	300	LINGS ONLY	\$96.36	\$28,908.00	LINGS/15554-8 - (6/5LB)		
FZ17	COOKIE DOUGH, LOW FAT CHOC CHIP	336/1OZ	50	COOKIE TREE #4441WG OR =	NO BID				
FZ18	CORN ON COB	96/CS	50	HOUSE	\$19.88	\$994.00			
FZ19	CORNDOG, TURKEY ON STICKS, CN LABEL	36/4 OZ	400	DON LEE #CN840	\$21.79	\$8,716.00	SYS CLS/38822 - (72/4 OZ) - (.30 ea)		
FZ20	DOUGH, CINNAMON ROLL CN LABEL	120/2.5OZ	250	RICH'S # 08221	\$18.10	\$4,525.00			

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FZ21	EGGROLL, PORK & VEG. CN LABEL ONLY	60/4.4 OZ	200	MINH #69349	\$42.77	\$8,554.00	SPO
FZ22	FRENCH TOAST STICKS (made w/ Whole Grains)	6/2# 150ct	300	FARM RICH 37717	\$18.09	\$5,427.00	
FZ23	HOT DOGS, TURKEY, 6", 5-1, CN LABEL	10# 6" 5x1	500	FOSTER FARMS OR =	\$10.53	\$5,265.00	SYS CLS/39723 - (2/5 LB)
FZ24	LO MEIN NOODLES, VEGETABLE	2/6#	100	MINH #56317	\$32.20	\$3,220.00	SPO
FZ25	PANCAKE, HEAT & SERVE, WHOLE GRAIN	144 - 1.2 OZ	350	Aunt Jemima OR =	\$16.67	\$5,834.50	SPO
FZ26	PANCAKE, MINI MAPLE WHOLE GRAIN	72/2.5 OZ	250	KELLOGG'S OR GENERAL MILLS	\$28.84	\$7,210.00	
FZ27	PANCAKE, MINI BLUEBERRY WHOLE GRAIN	72/2.5 OZ	250	KELLOGG'S OR GENERAL MILLS	\$28.84	\$7,210.00	Alternate: new pack size per manufacturer
FZ28	PEPPERONI, SLICED 14/16 CT	1/25#	400	HORMEL OR =	\$66.81	\$26,724.00	
FZ29	POLISH SAUSAGE 6-INCH 5x1	10#	450	RICH'S OR =	\$24.26	\$10,917.00	FARMLND/70247135297 - (1/10 LB)
FZ30	POTATO, OVEN-ROAST, 1" CUBE CUT	6/5 LB	200	MCCAIN #MCF03927	\$25.89	\$5,178.00	SPO
FZ31	POTATO, FRY 3/8" STRAIGHT CUT GARLIC	6/5 LB	600	MCCAIN #MXF269	\$24.38	\$14,628.00	
FZ32	POTATO, FRY 3/8" STRAIGHT CUT	6/5 LB	200	MCCAIN #MCF03762	\$19.89	\$3,978.00	SPO
FZ33	POTATO, GEMS	6/5 LB	200	SIMPLOT #004189	\$40.13	\$8,026.00	
FZ34	POTATO, SEASONED WEDGES 10 CUT	6/5 LB	400	SIMPLOT #478010	\$20.65	\$8,260.00	
FZ35	RICE, FRIED, VEGETABLE	4/3#	50	MINH #59372	\$35.05	\$1,752.50	SPO
FZ36	SWEET POTATO FRY 3/8" STRAIGHT CUT	6/2.5#	75	MCCAIN #MCF03731	\$21.88	\$1,641.00	
FZ37	SWEET POTATO FRY 7/16" CRINKLE CUT	6/2.5#	75	MCCAIN #MCF04566	\$22.40	\$1,680.00	
FZ38	TOPPING, WHIPPED NON DAIRY ON TOP, BAGS	12/16 OZ	50	RICH'S	\$31.99	\$1,599.50	
FZ39	TORTILLA, FLOUR 10", HAND STRETCHED	6/20CT	50	HOUSE	\$20.00	\$1,000.00	
FZ40	TORTILLA, FLOUR 8", HAND STRETCHED	24/12CT	75	HOUSE	\$25.54	\$1,915.50	
FZ41	VEGETABLE MIX, 5-WAY, FROZEN	20#	25	HOUSE	\$25.82	\$645.50	
FZ42	VEGETABLE MIX, IMPERIAL GARDEN BLEND	24#	75	HOUSE	\$27.76	\$2,082.00	
FZ43	VEGETABLE MIX, IMPERIAL JAPANESE BLEND	24#	25	HOUSE	\$26.62	\$665.50	
FZ44	VEGETABLE MIX, IMPERIAL CAPRI BLEND	24#	125	HOUSE	\$29.66	\$3,707.50	
FZ45	VEGETABLE MIX, KEY LARGO	24#	125	HOUSE	\$28.95	\$3,618.75	
FZ46	WAFFLE STICKS, BELGIAN PREMIUM WHOLE GRAIN	144/1.1 OZ	250	SPECIFY BRAND	\$20.97	\$5,242.50	BELCHEF/251 - (144/1.1 OZ)
FZ47	YOGURT, LOW FAT, ASSORTED FLAVORS (NO SPLENDIA)	48/4 OZ	350	UPLAND	NO BID		
FZ48	YOGURT, LOW FAT, ASSORTED FLAVORS (NO SPLENDIA)	12/8 OZ	125	UPLAND	NO BID		
FZ49	ICE CUPS, ASSORTED FLAVORS	90/4 OZ	200	ROSATI ICE	NO BID		
FZ50	WHOLE FRUIT JUICE BAR, ASSORT FLVR FROZEN 100% JUICE, CN	96/4 OZ	200	J&J SNACK FOODS	\$31.74	\$6,348.00	FLAVORS - See Sysco Specification Sheet
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT							
REQUEST FOR PRICING, 2013-14 SCHOOL YEAR							
LINE	GROceries	PACK	ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS
G1	CEREAL CHEERIOS BOWLPAK, WG, 1 GRAIN EQV	96 CT	100	GENERAL MILLS	\$18.89	\$1,889.00	new pack size per manufacturer
G2	CEREAL HONEY NUT CHEERIOS BOWLPAK, WG, 1 GRAIN EQV	96 CT	100	GENERAL MILLS	\$18.89	\$1,889.00	
G3	CEREAL APPLEJACK'S RED SUGAR BOWLPAK, WG, 1 GRAIN EQV	96 CT	100	KELLOGG'S	\$22.78	\$2,278.00	new pack size per manufacturer
G4	CEREAL FROSTED FLAKES MULTI-GRAIN RED SUGAR, 1G EQV	96 CT	100	KELLOGG'S	\$22.78	\$2,278.00	new pack size per manufacturer
G5	CEREAL FROSTED MINI-WHEATS LITTLE BITES CINN, 1G EQV	96 CT	100	KELLOGG'S	NO BID		
G6	CEREAL GRANOLA NATURVE VALLEY LOW FAT	4/50 OZ	25	GENERAL MILLS	\$41.08	\$1,027.00	
G7	CEREAL BAR TRIX, WG, 1 GRAIN EQV	96 CT	50	GENERAL MILLS	\$26.49	\$1,324.50	new pack size per manufacturer
G8	CEREAL BAR GOLDEN GRAHAMS, WG, 1 GRAIN EQV	96 CT	50	GENERAL MILLS	\$26.49	\$1,324.50	new pack size per manufacturer
G9	CEREAL BAR CINNAMON TOAST CRUNCH, WG, 1 GRAIN EQV	96 CT	50	GENERAL MILLS	\$26.49	\$1,324.50	new pack size per manufacturer
G10	BEAN, REFRID VEGTRN DEHY	6/30 OZ	150	CASASOL ONLY	\$20.27	\$3,040.50	
G11	FLOUR, PIZZA WYEAST	24 LBS	1000	PIZZABLEND	\$17.43	\$17,430.00	See Alternate - PIZBLND/GAPVW24 (1/24 LB)
G12	MAYONNAISE, REDUCED FAT	1/30 LB	200	KRUGER OR =	\$27.74	\$5,548.00	VENTURA/ 77199-CHP - (1/30 LB); MARKET
G13	MIX, CAKE, WHITE, YELLOW, CHOCOLATE LOW FAT	6/CS	20	GENERAL MILLS OR =	\$62.81	\$1,256.20	BKRSCLS/5910492 - (6/5LB)
G14	MIX, CHILI SEASONING	8/12 OZ	20	LAWRYS OR =	\$17.04	\$340.80	
G15	MIX, GRAVY TURKEY	6/11.3 OZ	20	SPECIFY BRAND	\$19.46	\$389.20	SYS IMP/92029 - (6/11.3OZ)
G16	MIX, TACO SEASONING	7 LB	10	SPECIFY BRAND	\$117.06	\$1,170.60	LAWRYS/2150080105 - (1/25 LB)
G17	PAN COATING, AEROSOL SPRAY FOOD RELEASE	6/21 OZ	75	VEGALENE ONLY	\$28.19	\$2,114.25	

G18	PASTA ROTINI PLAIN, DRY, WG	2/10 LB	50	HOUSE	\$17.53	\$876.50	
G19	PASTA, DRY LASAGNA WIDE, WG	2-5#	50	HOUSE	NO BID		
G20	PASTA, SPAGHETTI 10", DRY, WG	20 #	50	HOUSE	\$23.81	\$1,190.50	
G21	PICKLES, DILL SPEARS 500 CUT	5 GAL	25	HOUSE	\$29.28	\$732.00	
G22	PICKLES, SL DILL HAM 1/8 CRINKLE CUT	5 GAL 1950 CT	25	HOUSE	\$26.01	\$650.25	
G23	POP-TARTS WHOLE GRAIN ASSORT FLVRS (SINGLE CNT)	1.76 OZ 12/10CT	50	KELLOGS	\$37.07	\$1,853.50	
G24	RICE, BRWN, LONG GRAIN, PARBOILED	25# ONLY	200	HOUSE	\$13.76	\$2,752.00	MARKET
G25	SAUCE, BARBECUE, ORIGINAL FLAVOR	4/1 GAL	100	CATTLEMEN'S OR =	\$36.84	\$3,684.00	SYS CLS/ 75005-SYS - (4/1 GAL)
G26	SEASONING, GAR & HERB; ITALN; ALL PURP; SALT FREE	6/20 OZ	30	LAWRYS OR =	\$49.97	\$1,499.10	\$0.00
G27	SOUP BASE, BEEF	12/1# TUB	15	SPECIFY BRAND	\$29.62	\$444.30	SYS IMP/ 72805-SYS - (6/1 LB)
G28	SOUP BASE, CHICKEN	12-1# TUB	30	SPECIFY BRAND	\$25.68	\$770.40	SYS IMP/ 72804-SYS - (6/1 LB)
G29	SPICE, CHILI POWDER	3/6LB	20	HOUSE	\$67.93	\$1,358.60	
G30	SPICE, CINNAMON GROUND	6/18 OZ	20	HOUSE	\$28.00	\$560.00	
G31	SPICE, CUMIN GROUND	6/14 OZ	20	HOUSE	\$47.84	\$956.80	
G32	SPICE, GARLIC POWDER	1 LB	20	HOUSE	\$50.24	\$1,004.80	
G33	SPICE, ONION POWDER	6/20 OZ	20	HOUSE	\$30.11	\$602.20	
G34	STUFFING MIX, TRADITIONAL INST	6/58 OZ	25	HOUSE	\$55.52	\$1,388.00	
G35	SUGAR, BROWN, LIGHT	25# ONLY	25	HOUSE	\$14.56	\$364.00	MARKET
G36	SUGAR, GRANULATED	25# ONLY	25	HOUSE	\$11.88	\$297.00	MARKET
G37	SUGAR, POWERED, 6X BEET	25# ONLY	25	HOUSE	\$17.24	\$431.00	MARKET
	PORTION CONTROL PACKS			SPECIFY BRAND & PACK			
G38	KETCHUP, FANCY POLY	1000 / 9 GM	500	AMERICANA OR =	\$14.53	\$7,265.00	AMERCNA -(1000/7 GM)
G39	MUSTARD	500 / 4.5 GM	200	AMERICANA OR =	\$4.51	\$902.00	AMERCNA -(500/5.5GM)
G40	MAYONNAISE	500 / 9 GM	300	AMERICANA OR =	\$13.59	\$4,077.00	AMERCNA -(500/9GM)
G41	TACO SAUCE	200 / 9 GM	100		\$12.00	\$1,200.00	CASASOL -(500/9 GM)
G42	SALAD DRESSING, BUTTERMILK RANCH	100 / 1 OZ	100		\$17.83	\$1,783.00	HEINZ -(100/1 OZ)
G43	SALAD DRESSING, BUTTERMILK RANCH	100 / 1.5 OZ	200		\$17.81	\$3,562.00	KENS -(100/1.5 OZ)
G44	SOY SAUCE	500 / .5 OZ	50		\$7.52	\$376.00	LUCKY -(500/.5 OZ)
G45	SYRUP, PANCAKE IMITATION MAPLE	100/1 OZ	200	AMERICANA OR =	\$5.45	\$1,090.00	AMERCNA -(100/1 OZ)
G46	LITE RANCH DRESSING CUPS	100/1 OZ	300	KEN'S FOOD 608A1 OR =	\$13.76	\$4,128.00	KENS -(100/1 OZ)
G47	LITE RANCH DRESSING CUPS	100/1.5 OZ	200	KEN'S FOOD 608A5 OR =	\$14.04	\$2,808.00	KENS/041B3 - (60/1.5 OZ)
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT							
REQUEST FOR PRICING, 2013-14 SCHOOL YEAR							
LINE	BEVERAGES, SNACKS	PACK	ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS
BEVS1	BEVERAGE, GATORADE ASSORT FLV RS WIDEMOUTH	24/20 OZ	2,000	GATORADE	\$19.81	\$39,620.00	FLAVORS - See Sysco Specification Sheet
BEVS2	BEVERAGE, GATORADE ASSORT FLV RS WIDEMOUTH	24/12 OZ	2,000	GATORADE	NO BID		
BEVS3	BEVERAGE, SPRING WATER PLASTIC BOTTLE	35/16.9 OZ	1,000	CRYSTAL GEYSER OR =	\$4.56	\$4,560.00	
BEVS4	BEVERAGE, 100% JUICE, VARIOUS FLAVORS	12/15.2 OZ	500	DOLE	NO BID		
BEVS5	CHIP BAKED DORITOS NACHO CHEESE LSS	60/1.375 OZ	25	FRITO LAY OR =	\$25.39	\$634.75	
BEVS6	CHIP BAKED LAYS SOUR CREAM & ONION	60/1.125 OZ	25	FRITO LAY OR =	\$25.39	\$634.75	
BEVS7	CHIP BAKED LAYS POTATO CHIPS LSS	60/1.125 OZ	25	FRITO LAY OR =	\$25.39	\$634.75	
BEVS8	CHIP BAKED LAYS KC MASTERPIECE BBQ LSS	60/1.125 OZ	25	FRITO LAY OR =	\$25.39	\$634.75	
BEVS9	CHIP BAKED RANCH DORITOS	60/1.375 OZ	25	FRITO LAY OR =	NO BID		
BEVS10	CHIP BAKED CHEETOS TRANS FAT FREE	LSS 60/1.5 oz	25	FRITO LAY OR =	\$24.53	\$613.25	
BEVS11	CHIP BAKED CHEETOS FLAMIN HOT	LSS 64/1.5 oz	200	FRITO LAY OR =	\$25.39	\$5,078.00	
BEVS12	CHIP MUNCHIES ULTIMTE CHeddar SNACK MIX	60/1.75 OZ	25	FRITO LAY OR =	\$23.13	\$578.25	
BEVS13	CHIP POTATO REGULAR	120/1.5 OZ	500	LAYS	\$15.85	\$7,925.00	
BEVS14	CHIP MULTIGRAIN	104/1 OZ	100	SUNCHIP OR =	\$25.26	\$2,526.00	
							VIC'S/25069 - (60/.5OZ); manufacturer converting Johnny Rapps to Vic's - less sodium
BEVS15	POPCORN, ORIGINAL	1OZ	50	JONNY RAPP'S	\$24.44	\$1,222.00	
BEVS16	RICE KRISPIES BAR	4/20CT	200	KELLOGGS	\$40.05	\$8,010.00	

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BEVS17	CRACKER, ANIMAL, IND. BAGS, WG	200/1.0 OZ	50	AUSTIN OR =		\$24.01	\$1,200.50	J&J SNK/39080 - (200/1 OZ)
BEVS18	CRACKER, APPLE CINNAMON BEAR GRAHAM, WG	300/2 PK	150	MJM #40301		\$38.71	\$5,806.50	
BEVS19	CRACKER, CHOCOLATE BEAR GRAHAM, WG	300/2 PK	150	MJM #40201		\$38.71	\$5,806.50	
BEVS20	CRACKER, ELF GRAHAM WG; CINNAMON & CHOCOLATE	150/1 OZ	50	KEEBLER 30100-40221 & 40239		\$29.54	\$1,477.00	
BEVS21	CRACKER, GIANT GOLDFISH GRAHAM I.W. CHOC. OR CINNAMON	300-.9 OZ	50	PEPPERIDGE FARM 15094	NO BID			
BEVS22	CRACKER, GRIPZ CINNAMON GRAHAMS, WG	150/1 OZ	50	KEEBLER 30100-45682		\$31.80	\$1,590.00	
BEVS23	CRACKER, TROPICAL TREAT, ORANGE, WG	150/1 OZ	50	MJM #551150		\$25.27	\$1,263.50	
BEVS24	CRACKER, SUNRISE BITES, MAPLE, WG	150/1 OZ	50	MJM #570150		\$24.46	\$1,223.00	
BEVS25	CRACKER, SALTINES, WRAPPED	500/ 2 PACK	50	KEEBLER		\$9.90	\$495.00	HSE REC/7486502808 - (500/2PK) new pack size per manufacturer; MFG # 45991 discontinued new pack size per manufacturer
BEVS26	SNACK, CHEEZ-IT ORIGINAL SCRABBLE JUNIOR, WG	125/1 OZ	50	CHEEZ-IT		\$35.75	\$1,787.50	
BEVS27	SNACK, CHEX MIX HOT & SPICY	60/1.75 OZ	50	GENERAL MILLS OR =		\$20.31	\$1,015.50	
BEVS28	SNACK, FORTUNE COOKIE 500 CT	500-.2 OZ	100	HOUSE		\$11.08	\$1,108.00	
BEVS29	SNACK, GOLDFISH CRACKER, WG	300/1 OZ	50	PEPPERIDGE FARM 16187 & 16188		\$43.43	\$2,171.50	FLAVORS - See Sysco Specification Sheet
BEVS30	SNACK, NUTRI-GRN BAR, ASSORT FLAVORS	48/1.3 OZ	50	KELLOGGS		\$19.76	\$988.00	FLAVORS - See Sysco Specification Sheet
BEVS31	SNACK, QUAKER CHEWY	84/ 2/10CT	15	QUAKER		\$24.86	\$372.90	QUAKER/31186 - (12/8 CT)
BEVS32	SNACK, SUNFLOWER SEEDS, ASSORT FLAVORS	150/1 OZ	100	DAKOTA GOURMET OR =		\$22.74	\$2,274.00	
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT								
REQUEST FOR PRICING, 2013-14 SCHOOL YEAR								
LINE	PAPER GOODS	PACK	ESTIMATED USAGE (cases)	BRAND	CASE	PRICE	EXTENSION	COMMENTS
P1	APRON, WHITE DISPOSABLE BIB FIRE RETARD	100 CT	20	HOUSE		\$32.53	\$650.60	
P2	BAG, FRENCH FRY PLAIN 4.5X4.5	2000CT	20	SPECIFY BRAND		\$14.64	\$292.80	ZENITH/6 - (2000/EA)
P3	BAG, FOIL CHICKEN 6X.75X6.75	1000CT	10	SPECIFY BRAND		\$36.03	\$360.30	ZENITH/ F-661 - (1000/EA)
P4	BAG, FOIL HAMBURGER 6X1X6.5	1000CT	40	SPECIFY BRAND		\$36.03	\$1,441.20	ZENITH/ F-661 - (1000/EA)
P5	BAG, HI-DEN SADDLE 6.5X7" PLAS	2000CT	20	SPECIFY BRAND		\$53.54	\$1,070.80	SYSCO/304985210 - (2000/6.5X7)
P6	BAG, HOT DOG, OPEN END 3X1.75X9"	2000CT	10	HOUSE		\$22.47	\$224.70	SPO
P7	BAG, PLASTIC 10.5 X 11 FRZR RECLOSABLE	250 / 1 GAL	50	HOUSE		\$36.57	\$1,828.50	
P8	BAG, SANDWICH (FOLD & Lock)	75 ct	40	SPECIFY BRAND		\$51.22	\$2,048.80	HANGARD/303679580 - (2000/7.5X7)
P9	BOWL 12 OZ STYROFOAM	8/125/CS	25	PACTIV OR =	NO BID			
P10	BOX, PIZZA 14"	50CT	125	SPECIFY BRAND		\$15.86	\$1,982.50	BAYLINE/152619 - (50/14X14)
P11	CONTAINER, PLASTIC, HINGE, CLEAR 1 COMPART 6" COLD	500/6X6X3	20	DART OR = SUBMIT SAMPLE		\$33.84	\$676.80	
P12	CONTAINER, PLASTIC, HINGE, CLEAR 1 COMPART 6" HOT	500/6X6X3	20	DART OR = SUBMIT SAMPLE	NO BID			
P13	CUP, FOAM, 4OZ, SQUAT	20/50	75	DART 4J6 OR =		\$16.81	\$1,260.75	
P14	CUP, FOAM, 8OZ SQUAT	20/50	50	DART 8SJ20 OR =		\$30.38	\$1,519.00	
P15	CUP, PAPER COLD 7 OZ	12/100 CT	100	SERENE OR =		\$53.01	\$5,301.00	
P16	FILM, PLASTIC 18" X 2000' / ROLL	2000 ft	100	HOUSE		\$12.21	\$1,221.00	
P17	FOIL-SHEET 9"X10 3/4"	6/500CT	10	HOUSE		\$46.75	\$467.50	
P18	FOIL, ALUMINUM HEAVY DUTY	18" X 1000'	100	PACTIV OR =		\$35.00	\$3,500.00	SYSCO/ W69317 - (1/18")
P19	GLOVES, DISPOSABLE, PLASTIC, LARGE	4/100 CT	50	HOUSE		\$13.90	\$695.00	
P20	GLOVES, DISPOSABLE, PLASTIC, MEDIUM	4/100 CT	175	HOUSE		\$13.90	\$2,432.50	
P21	GLOVES, DISPOSABLE, PLASTIC, SMALL	4/100 CT	150	HOUSE		\$13.92	\$2,088.00	
P22	LID PLASTI FITS 4J6	10/100 CT	10	DART 6JL OR =		\$9.45	\$94.50	
P23	LID PLASTI FITS 8SJ20	10/100 CT	10	DART 8SJL OR =		\$16.27	\$162.70	
P24	LINER PAN OVENABLE HALF PAN DEEP 10.4X12.8, 6"	100 CT	10	PANSAVER #42636		\$38.41	\$384.10	SYS CLS/304985040 - (1/100 CT)
P25	LINER PAN OVENABLE HOTEL PAN DEEP 20.8X12.8, 6"	250 CT	50	PANSAVER #42102		\$60.55	\$3,027.50	HANGARD/304985022 - (100/34X16)
P26	LINERS, PAPER BAKERY PAN, 17x25	1000CT	150	QUILLON OR =		\$41.13	\$6,169.50	
P27	MITTS, OVEN PYROTEX 17 INCH	2 PAIR	35	SPECIFY BRAND		\$18.86	\$660.10	SYSCO/ 2PX47BET-4PS - (2/PAIR)
P28	NAPKINS, DISPENSER 7.25"X13.5"	40/250CT	25	HOUSE		\$26.17	\$654.25	
P29	PAN GRABBER, TRAY KNT 8.5"X11.5"	3 EACH	75	HOUSE		\$10.09	\$756.75	
P30	PLATE, FOAM, LAM WHITE 9"	12/100CT	25	HOUSE		\$13.84	\$346.00	
P31	PLATES 9", PAPER WHITE, LT. WT. UNCOATED	12/100 CT	25	HOUSE		\$25.63	\$640.75	

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P32	SCOURING PADS GREEN NYLON	6/12 PK	15	HOUSE	\$10.47	\$157.05	
P33	TRAY, FOOD PAPER RED PLAID 2.5 LB #250	500/2.5 LB	75	HOUSE	\$13.53	\$1,014.75	
P34	TRAY, FOOD PAPER RED PLAID 2 LB #200	1000/2 LB	75	HOUSE	\$17.00	\$1,275.00	
P35	TRAY, FOOD PAPER, RED PLAID 16 OZ #100	4/250/CS	25	HOUSE	\$14.13	\$353.25	
P36	TRAY, FOOD, PAPER, RED PLAID 8 OZ #50	4/250/CS	50	HOUSE	\$12.75	\$637.50	
P37	WIPER TOWELS 12" X 24"	100 CT	75	CHIX #6279	\$22.52	\$1,689.00	SYS CLS/ 8301ASYS - (200/EA)
P38	TRAY, MEAT 8"x5.5"x1" POLYSTYRENE	500 CT	1,000	PACTIV OR = schl to schl:	\$15.44	\$15,440.00	
P39	Please quote school to school and/or warehouse drop shipment (250 cs per drop) pricing for MEAT TRAYS listed above			drop ship (250):	\$15.11	\$15,110.00	MUST ORDER FULL TRUCKLOAD
P40	TRAY, 5 COMPARTMENT SCHL LUNCH	500 CT	2,800	PACTIV OR = schl to schl:	\$17.14	\$47,992.00	
P41	Please quote school to school and/or warehouse drop shipment (300 cs per drop) pricing for 5 COMPARTMENT TRAYS listed above			drop ship (300):	\$16.60	\$46,480.00	MUST ORDER FULL TRUCKLOAD
P42	SPORK PACKET, MED. WT. SPORK WITH STRAW & NAPKIN	1000 CT	1200	SPECIFY BRAND schl to schl:	\$11.76	\$14,112.00	PACKER/0 - (1/1000EA)
P43	Please quote school to school and/or warehouse drop shipment (250 cs per drop) pricing for SPORT PACKET listed above			drop ship (250):	\$12.23	\$14,676.00	PACKER/0 - (1/1000EA); MUST BE FULL TRUCKLOAD
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT REQUEST FOR PRICING, 2013-14 SCHOOL YEAR							
LINE	CHEMICALS AND CLEANSERS	PACK	ESTIMATED USAGE (cases)	BRAND	CASE PRICE	EXTENSION	COMMENTS
C1	BLEACH, 6%	6/1 GAL	50	HOUSE	\$12.29	\$614.50	
C2	CLEANER, DEGREASER OVEN LIQUID	4/32 OZ	15	ECOLAB	\$31.43	\$471.45	
C3	CLEANER, DRAIN GREASE DIGESTANT	1/2.5 GAL	25	ECOLAB	\$157.73	\$3,943.25	
C4	CLEANER, MULTI SURFACE CITRUS (FLOOR)	2/1 GAL	20	HOUSE	\$41.47	\$829.40	
C5	CLEANER, STAINLESS STEEL MAINTAINER	6/16 OZ	15	HOUSE	\$27.85	\$417.75	
C6	DEGREASER / CLEANER HEAVY DUTY	4/1 GAL	15	KEYSTONE	\$49.34	\$740.10	
C7	DELIMIER DESCALER LIME-A-WAY	2/1 GAL	20	KEYSTONE	\$38.11	\$762.20	
C8	DETERGENT - POT & PAN LIQUID, MILD, HANDWASH	4/1 GAL	40	HOUSE	\$30.82	\$1,232.80	
C9	DISH MACHINE DETERGENT, LOW TEMP	4/6.75 LB	60	ECOLAB	\$70.71	\$4,242.60	
C10	RINSE ADDITIVE, LOW TEMP. DISH MACHINE	2/2.5 lb	15	ECOLAB	\$165.19	\$2,477.85	
C11	SANITIZER FOR LOW TEMP. DISH MACHINE	1/2.5 LB	60	ECOLAB	\$4.81	\$288.60	
C12	SANITIZER QUAT HARD SURFACE	6/32 OZ	10	KEYSTONE	\$14.88	\$148.80	
C13	TEST STRIP, CHLORINE	1/100 CT	40	ECOLAB	\$4.78	\$191.20	
C14	CLEANSER, POWDERED, EPA REGISTERED	24/21 OZ	10	COMET OR =	\$30.59	\$305.90	
Please provide MSDS sheets for above items.							
If any							
NOTE: Bidder							
Supplier: Sysco Sacramento, Inc.				Date: 06.07.13			
Signature: 				Printed Name: Sarah Telson			

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Request Form for New Course and/or Textbook(s)/Materials(s)

- ☐ Change of Text ☐ Add as a Supplement ☐ Existing textbook/reordering
☐ Text for New Course ☐ English Learners/Comite' Compliance [Currently not listed on textbook list]
☐ NEW COURSE: _____

For use beginning with the semester of:

☒ Fall ☐ Spring Year 2013-14

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title AP Edition Campbell Biology in Focus

Author Wray, Cain, Wasserman Publisher Pearson

Minorsity, Jackson & Reel
Copyright 2014

Price \$ 169.96 ISBN # 9780133102178

School Lindhurst High School Teacher/Department Requesting D. Gale / Science

Funding Source Curriculum & Instruc Grade Level(s) 11-12

Title of Course/Subject AP Bio

Course Description(s) Covered AP Biology

Does this textbook(s)/material(s) cover the content standards?

- ☒ Yes, thorough coverage/alignment
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☐ Yes ☒ No

If no, why not? Only LHS because it is currently not on the MHS master schedule

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools? ☒ Yes ☐ No

If no, why not? _____

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable?

☐ Yes ☒ No

If yes, explain in detail: (Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc.) _____

Please contact Gen Thao (749-6161) if you have any questions or need assistance.

List Major Content Standard(s) Covered:

Example:

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10
Writing Strategies: 1.1, 1.5, 1.7, 1.8

History/Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6
Principles of Economics: 12.2 - #2, #3, #8, #10

Meets & exceeds all state standards for Biology

Prerequisites/Guidance Information:

Graduation Requirement:

☒ Yes

☐ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☒ Yes

☐ No

Course Length

1 year

Credits

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Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s)

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson:

Principal Approval:

5/2/13

Date

5-2-13

Date

Approval:

Lennie Tate, Executive Director of Educational Services

Date

☒ Approved ☐ Denied

Please contact Gen Thao (749-6161) if you have any questions or need assistance.



Request Form for New Course and/or Textbook(s)/Materials(s)

- ☐ Change of Text ☒ Add as a Supplement ☐ Existing textbook/reordering
☐ Text for New Course ☐ English Learners/Comite' Compliance [Currently not listed on textbook list]
☐ NEW COURSE: _____

For use beginning with the semester of:

☒ Fall☐ SpringYear 2013

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title Black Elk SpeaksAuthor John G. Neihardt Publisher online free downloadCopyright _____ Price \$ free ISBN # _____School Marysville High School Teacher/Department Requesting Duncan/EnglishFunding Source _____ Grade Level(s) 11thTitle of Course/Subject Honors American Literature & American LiteratureCourse Description(s) Covered American Literature & Honors American Literature

Does this textbook(s)/material(s) cover the content standards?

- ☒ Yes, thorough coverage/alignment
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☒ Yes ☐ No

If no, why not? _____

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools? ☒ Yes ☐ No

If no, why not? _____

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable? ☐ Yes ☒ NoIf yes, **explain in detail:** (*Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc.*) _____

List Major Content Standard(s) Covered:

Example:

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10

Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6

Principles of Economics: 12.2 - #2, #3, #8, #10

Reading Standards for Literature 6 - 12: Integration of knowledge and ideas: 9. Demonstrate knowledge of eighteenth, nineteenth, and early twentieth century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics.

Prerequisites/Guidance Information:

Graduation Requirement:

☐ Yes

☐ No

UC/CSU Credit:

☐ Yes

☐ No

Is this an elective class?

☐ Yes

☒ No

Course Length 2 semesters Credits

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s)

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson:

5-20-13

Principal Approval:

5-13-13

Bl. E. Clark

Date

Date

Approval:

Lennie Tate, Executive Director of Educational Services

5/29/2013

Date

☒ Approved ☐ Denied

7/14/05
revised 3/28/05

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Please contact Gen Thao (749-6161) if you have any questions or need assistance.

Butte County Office of Education

MIGRANT EDUCATION - REGION 2/WOODLAND AREA OFFICE

1210 Commerce Ave., Suite 3, Woodland, CA 95776

Telephone: (530) 666-1977

SUMMER PROGRAM AGREEMENT

1. THIS AGREEMENT is between the Butte County Office of Education/Migrant Education (BCOE) and **Marysville Unified** School District, (DISTRICT). The Term of this Agreement is **June 21st, 2013,** through **July 3rd, 2013,** from approximately 7:00 a.m. until 3:00 p.m. each school day.
2. BCOE requires facilities and/or services to conduct a summer school program for pupils served by Migrant Education, Region 2 under Section 54444.3 of the California Education Code.
3. DISTRICT will permit the use of the premises and specific facilities, equipment and services to BCOE to conduct a Migrant Education Summer Program at the **Cedar Lane Elementary** site.
4. DISTRICT/BCOE agrees to submit Summer Program Weekly Monitoring Instrument SEP-6.0 (R) (attached).
5. Attach the following to this document:
 - A. Program Description and Outcomes
6. At the conclusion of the program, DISTRICT/BCOE will submit the Migrant Student List, and Pre and Post Student Assessment data analysis (attached).
7. DISTRICT authorizes BCOE to use the following facilities at the site:

☒ Classrooms ☐ Offices ☐ Kitchen ☒ Multipurpose Rooms/Cafeteria

Other Facilities: Playgrounds and equipment, restrooms, library
8. Specific DISTRICT equipment authorized for BCOE use: Copy machine, computer, and telephone
9. BCOE agrees to reimburse the DISTRICT for the following services not to exceed the estimated costs shown.
 - a. Supplies - Specific goods at the estimated cost(s) shown: **N/A**
 - b. Custodial - Custodial service and supplies at the estimated cost(s) shown:
Custodial Supplies: \$100.00
 - c. Utilities - Utilities at the estimated cost(s) shown: **N/A**
 - d. Transportation - **(NOT TO EXCEED \$2,816.00)**
Maximum authorized rate for home-to-school transportation is DISTRICT's most recently approved rate of \$2.00/per mile for a total of 100 miles per day X 8 days (subtotal: \$1,600.00) and (1) bus driver at \$38/hr X 4 hours/day X 8 days (subtotal: \$1,216.00)
 - d. Contracted Staff - DISTRICT will provide BCOE specific staff as shown:
(NOT TO EXCEED \$9,636.80)
(5) Teachers @ \$50.72/hour (incl. benefits) X 4 hours/day X 8 days= \$8,115.20
 - f. Staff Development:
(5) Teachers @ \$50.72/hour (incl. benefits) X 6 hours/day X 1 day= \$1,521.60

Additional DISTRICT Costs:

Indirect costs @ .0659 for June from June 24, 2013 to July 3, 2013. July indirect costs may vary.

(Actual indirect costs to be billed on final invoice) **(NOT TO EXCEED \$1,175.18)**

(6) Classrooms @ \$110/ea. X 8 days (to include office/room for CLP purposes) \$5,280.00

Total obligation created by BCOE to DISTRICT by this Agreement is: \$19,007.98

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Summer Program Description and Outcomes

Program Coordinator or Specialist Responsible for Program Implementation:

C. Norma Alston, Program Coordinator

Project Title: Migrant Education Summer Academy (K-8)

Project Dates: From: June 21, 2013

To: July 3, 2013

Description of Project:

Butte County Office of Education, Migrant Education, will fully fund and direct an 8 day Migrant Education Summer Academy (MESA) on site at Cedar Lane Elementary for all Migrant K-8 students in the Marysville Unified School District. Using the district approved curricula, Open Court, Saxon and Excel, highly qualified, credentialed teachers will instruct students in both Mathematics and English Language Development. Pre-assessing students the first day of the academy will allow teachers to better gauge their student's academic needs. Based off of the pre-assessments, teachers will focus on strengths and weaknesses of each student to increase their math and ELD proficiency. Students will again be assessed at the conclusion of the program to discover the gains they made within an 8 day academically rigorous program.

Identify the curriculum and Standards being used for this specific project (i.e. Open Court, Treasures, High Point):

Curriculum:

Open Court, Saxon, Excel

Standards: ELA:

1.0 Word Analysis, Fluency, and Systematic Vocabulary Development

Students understand the basic features of reading. They select letter patterns and know how to translate them into spoken language by using phonics, syllabication, and word parts. They apply this knowledge to achieve fluent oral and silent reading.

Math:

2.0 Students solve problems and justify their reasoning

District In-Kind Budget: None

Number of Migrant Students to be Served (attach list of current migrant students): 60

Identify how Migrant Students were selected to participate in the program:

The Migrant Education Summer Academy is offered to all K-8 migrant students within the Marysville Unified School District.

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Program SMART Goal (Must be aligned to State Measurable Outcomes):

(Mathematics)- By July 3, 2013, students who attend at least 80% of the Migrant Summer School Academy at Cedar Lane Elementary will have increased their Mathematics post-assessment score by 5% based off of the pre-assessment administered using the Excel curriculum.

(ELA)- By July 3, 2013, students who attend at least 80% of the Migrant Summer School Academy at Cedar Lane Elementary will have increased their English Language Development post-assessment score by 5% based off of the pre-assessment administered using the Open Court curriculum.

Steps to Achieve program SMART Goal:

For 8 days, students will attend a program intensive, direct instruction summer school. Teachers will base their instruction off of the pre-assessments administered from both the Excel and Open Court curriculum. Teachers will focus on increasing English fluency and Mathematics proficiency using the school district approved curricula, Open Court, Saxon and Excel. Teachers will support and facilitate student academic growth by modeling instruction and allowing students to work with and without the teacher in small groups, according to student academic levels. To assist the teachers with this, high school students or Mini Corps tutors will be placed in each classroom.

Pre/Post Assessments/Benchmarks:

The first day of the Migrant Education Summer School Academy at Cedar Lane Elementary School, students will be pre-assessed using the Open Court and Excel curriculum. By diagnosing each student, teachers will be able to focus on student strengths and weaknesses to foster their academic growth. Before the conclusion of the academy, teachers will once again assess students using the same curriculum. Due to the fact that each student is pre-assessed, and teachers will base their instruction from the pre-assessments, the post assessment will show significant growth.

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TERMS AND CONDITIONS

REIMBURSEMENT FOR SERVICES: BCOE will reimburse costs incurred by DISTRICT in the performance of this agreement so long as those costs are allowed under the laws governing the Migrant Education Program. Rent is not allowed. Maintenance charged to Migrant Education must be proven accelerated and supported by a State approved cost allocation plan.

BILLINGS AND PAYMENTS: DISTRICT **claims for reimbursement must be supported by copies of actual bills, requisitions, work orders, payroll records or auditable working papers.** Claims must be presented to the administrator designated by BCOE by **September 15** following the end of this agreement. Reimbursement to district for home-to-school transportation is limited to districts cost per mile most recently approved by the California Superintendent of Public Instruction.

BILLING ADDRESS: Migrant Education Area Office
c/o Carlos Barron Castillo
1210 Commerce Ave., Suite 3
Woodland, CA 95776

TELEPHONE: 530-666-1977

INDEMNIFICATION: BCOE will hold harmless, indemnify and defend DISTRICT, its officers, agents and employees from and against every claim or demand caused by any willful act, negligence, default or omission of BCOE, its officers, agents or employees in the use of the facilities under this agreement, resulting in injury or death of any person or damage to any property. DISTRICT shall hold harmless, indemnify and defend, BCOE its officers, agents or employees from and against every claim or demand arising from the use of the facilities or otherwise in its performance of this Agreement, which may be made by reason of:

(a) Any injury to persons, including students, or property sustained in connection with BCOE's use of the facilities, caused by dangerous or defective conditions of the facilities used hereunder and/or of other such areas as BCOE could reasonably have access to; and

(b) Any injury to persons, including students, or property sustained in connection with BCOE's use of the premises or corporation caused by any willful act, negligence, default or omission of DISTRICT, its officers, agents or employees.

INSURANCE: BCOE will maintain a comprehensive public liability and property damage insurance in the amount of at least ONE MILLION DOLLARS FOR EACH PERSON FOR BODILY INJURY AND FIVE HUNDRED THOUSAND DOLLARS EACH OCCURRENCE FOR EACH OCCURRENCE OF PROPERTY DAMAGE. BCOE will give DISTRICT a certificate that this insurance is in force.

COMPLIANCE WITH LAWS AND REGULATIONS: BCOE will comply with applicable laws and regulations affecting the use of facilities under this Agreement.

REPAIRS: BCOE will pay for any repairs made necessary by negligence or misuse of the premises, facilities or equipment by BCOE officers, agents or employees. Claims for repair of damage must be supported by reports of condition made by the parties prior to and after the use under this Agreement.

ALTERATIONS AND FIXTURES: BCOE will make no alterations and install no fixtures to the premises without consent of DISTRICT.

RIGHT TO INSPECT: DISTRICT has the right to enter and inspect the facilities used under this Agreement at any reasonable time and to protect all rights of DISTRICT.

GENERAL: This Agreement will be construed in accordance with the laws and administrative rules and regulations of the State of California. Each paragraph and provision is severable from the Agreement. If one or more parts are declared invalid, the remaining parts shall remain in effect.

NOTICES OR DEMANDS: All notices or demands upon DISTRICT or BCOE under this Agreement shall be written. Notices or demands from DISTRICT to BCOE shall be sent registered or certified mail to:

Assistant Superintendent for Administrative Services
Butte County Office of Education
1859 Bird Street
Oroville, California 95965

All Notices or demands from BCOE to DISTRICT shall be sent registered or certified mail to the DISTRICT business office shown in the California Public School District Directory unless DISTRICT gives other written direction to BCOE.

BCOE retains the right to immediately cancel this Agreement if federal funding is withdrawn. In the event of such cancellation, BCOE will pay District for goods or services rendered to date. No changes/revisions can be made to this agreement without prior approval from both parties.

Gail McGowan, Assistant Superintendent
BCOE/Migrant Education - Region 2

Superintendent or Designee

School District

Date: _____

Date: _____

BCOE Superintendent's signature is required for Summer Program Agreements over \$20,000.

Tim Taylor, Superintendent
Butte County Office of Education

Date: _____

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Butte County Office of Education
MIGRANT EDUCATION REGION 2
1870 Bird Street, Oroville, CA 95965-4855
Telephone: (530) 532-5750

**2013-14 AGREEMENT FOR REGIONAL MANAGEMENT OF DISTRICT
MIGRANT EDUCATION SERVICES**

OPTION A

DEFINITION OF REGIONALLY MANAGED DISTRICT/SCHOOL

A Regionally Managed District/School Option A is defined as a district/school that:

1. Falls within the geographical area of Region 2.
2. **Has more than 100 Migrant Education Students residing in the district.**
3. Does not have a District Service Agreement/District Memorandum of Understanding with Region 2.
4. Region 2 contracts with the District to implement specific Regular Year or Summer academic programs.

REGIONAL RESPONSIBILITIES

I. IDENTIFICATION AND RECRUITMENT (I&R)

Region 2 will:

- Provide identification and recruitment services.
- Provide Community Liaison services.
- Provide the list of current Migrant Education Program students to the district for free and reduced lunch eligibility.
- Provide copies of referral forms.
- Complete a Family Needs Assessment for newly recruited families.

II. OUT OF SCHOOL YOUTH (OSY)

Region 2 will:

- Provide Out of School Youth services.

III. HEALTH

Region 2 will:

- Process health referrals.
- Provide vision and dental screenings as needed.
- Provide emergency health services/referrals.

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IV. PARENT INVOLVEMENT

Region 2 will:

- Facilitate and support parent trainings throughout the year.
- Select two migrant parent representatives to participate in the three Area Parent Meetings.
- Select one migrant representative to participate in the election of Regional Parent Advisory Council Officers.
- Consult with parents about student data/progress and discuss plans for meetings, trainings, student programs, and other issues of concern.
- Invite migrant parents to attend the State Migrant Parent Conference.

V. SCHOOL READINESS

Region 2 will:

- Assign a School Readiness paraprofessional when possible to provide academic tutoring either center-based or home-based if no facilities are available.

VI. SUMMER ACTIVITIES

Region 2 will:

- Allocate slots for regionally sponsored summer academic programs based on eligible migrant student numbers.
- In collaboration with the district, provide academic summer school programs for migrant students to increase their academic achievement through intervention.

VII. STUDENT INFORMATION

Region 2 will:

- Meet formally with District administration a minimum of twice annually to discuss Migrant Education Program student progress, assessments, needs, and to ensure alignment of academic supplemental services.
- Complete an Individual Learning Plan upon recruitment of new students with academic or health needs.

VIII. MIGRANT EDUCATION ADVISOR PROGRAM

Region2 will:

- Assign Migrant Education Advisor Program interns to schools in the district when available and appropriate.

IX. CALIFORNIA MINI-CORPS

Region 2 will:

- Assign Mini-Corps tutors to classrooms in the district when available and appropriate.

DISTRICT/SCHOOL RESPONSIBILITIES

The District/School will:

- Refer potential Migrant Education Program students to Region 2.
- Flag Migrant Education Program students in district/school database.

- Flag Migrant Education Program students on state assessments in district database.
- Place the Individual Learning Plan (ILP) in the student cum when provided by Migrant Education.
- Provide access to student assessment information as agreed by parents when they sign the Certificate of Eligibility (COE) including CELDT, CST, and CAHSEE.
- Provide a work area for Migrant Education Staff as needed.
- Implement contracted services as per signed agreement/s.
- Provide classroom/training space for tutoring, parent trainings, etc.
- Meet with Regional Staff a minimum of twice annually to discuss Migrant Education. Program student progress, assessments, needs, and to ensure alignment of services.

Carlos Barron-Castillo
Associate Director
 Migrant Education-Region 2

Gay Todd, Ed.D. / Lennie Tate
Superintendent/ Designee
Marysville Joint Unified School District

Date

Date

AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the school system named in Attachment A ("School System").

Article I. AVID Membership Benefits

1.1 AVID Mission and Purpose:

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on service to schools to ensure the quality implementation of the AVID College Readiness System; national leadership in education; and innovation through current research.

1.2 AVID Membership:

"AVID Members" or "AVID Member School Sites" are those School Sites listed in Attachment A as implementing one or more AVID programs—Elementary and/or Secondary—and with a Site Status of either "New" or "Existing". Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID Members and are not eligible for membership.

1.3 AVID College Readiness System and Materials:

School System is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed in Attachment A, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Agreement.

Sections with "Secondary" or "District Director" in the header title herein will only apply if Secondary is listed in any AVID Member School Site's Program Name on Attachment A. Sections with "Elementary" or "Elementary Liaison" in the header title herein will only apply if Elementary is listed in any AVID Member School Site's Program Name on Attachment A.

1.4 AVID Center Support for Secondary:

AVID Center agrees to provide support to School System for its Secondary AVID Member School Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for School System and Member School Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- access to other quality continuing professional learning trainings or services such as AVID Path Trainings, AVID Weekly, AVID Test Prep, and others;
- coordination with School System's District Director to collect, report, and analyze data from School System and Member School Sites;
- review the quality of implementation through the Certification process;
- access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website;
- an AVID yearbook and ACCESS academic journals for School System and each Member School Site listed in Attachment A as implementing the Secondary Program; and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.4a AVID Center Support for AVID Elementary:

AVID Center agrees to provide support to School System for its Elementary AVID Member School Sites through the Elementary Liaison and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- access to training for the AVID Elementary Liaison at AVID Summer Institute and through the two-year AVID Elementary Leadership Training;
- coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the Elementary Liaison;
- coordination with School System's Elementary Liaison to collect, report, and analyze data from Member School Sites;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each Member School Site listed in Attachment A as implementing the Elementary program; and
- assistance in disseminating information about AVID to potential new AVID Elementary sites within School System.

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 AVID Summer Institute:

AVID Center agrees to provide School System and its listed AVID Member School Sites access to AVID Summer Institute. School System and its listed AVID Member School Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote the Member School Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee based on the total number of Member School Sites in School System's AVID program according to the pricing schedule set forth in Attachment A.

Article II. School System Responsibilities

2.1 AVID Secondary Methodology:

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. School System is responsible for each of its AVID Member School Sites' compliance with this Agreement.

2.1a AVID Elementary Methodology:

AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center.

2.2 AVID Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the School System and its AVID Member School Sites via the MyAVID portal.

2.2a AVID Elementary Student Selection:

AVID Elementary serves all students of the AVID Member School Sites listed on Attachment A as implementing the Elementary program and does not require a student selection process.

2.3 AVID Secondary Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Learning Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.3a AVID Elementary Qualified Staff:

School System agrees to maintain, at its expense, at least one Elementary Liaison. AVID Center recommends that the School System maintains one Elementary Liaison for every 10-15 AVID Member School Sites implementing the AVID Elementary program. The Elementary Liaison will receive training at an AVID Summer Institute and will enroll in and complete the two year AVID Elementary Leadership Training. School System also agrees to pay the AVID Elementary Leadership training, materials, and support cost ("Elementary Liaison Professional Learning Services Price") set forth in Attachment A. AVID Elementary Liaison responsibilities are listed in Article III below and include providing AVID Member School Sites implementing the AVID Elementary program with on-site support, articulation and data collection as it relates to AVID Elementary.

2.4 AVID Secondary Staff Training:

School System agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member School Sites.

A. AVID Summer Institute: School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID District Director may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates--"Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. School System Professional Learning: School System agrees to conduct AVID professional learning for AVID Member School Sites in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.

2.4a AVID Elementary Staff Training:

School System agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and support staff through AVID Summer Institute teams.

A. AVID Summer Institute: All AVID Member School Sites in Year 1 or Year 2 of implementing the AVID Elementary program will send a minimum of four (4) members to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID Elementary Liaison may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates, "Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. AVID Elementary Coaching Package: School Systems that have AVID Member School Sites in Year 1 and/or Year 2 of implementation of the AVID Elementary program will be required to schedule an AVID Elementary Coaching Package. This package of two (2) consecutive on-site days allows for individualized coaching to address unique needs of each district and Elementary Liaison. AVID Center will work with the Elementary Liaison to schedule the days. The School System may request additional days at the rate of \$1,800.00 per day.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

2.6 AVID Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Elementary, Middle Level, High School—consists of a set of AVID publications and materials.

2.6a Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member School Site implementing the Secondary program and listed as "new" in Attachment A prior to each AVID Member School Site's initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Secondary libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Secondary and for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Library, Elementary:

School System agrees to purchase at least one (1) complete AVID Elementary Implementation Library for each AVID Member School Site implementing the Elementary program and listed as "new" in Attachment A prior to each AVID Member School site's initial implementation of AVID. Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Elementary Implementation Libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Elementary and for which the materials were originally purchased. AVID Elementary Implementation Libraries are non-transferable. School System and its AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6c Curriculum Shipment(s):

AVID Center will ship curriculum libraries upon full execution of this agreement, once materials have been produced, if conditions of Article VII herein are fulfilled, and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on Attachment A as provided by School System. School System confirms that this date and location reflect the best time and location for receipt of shipment. School System should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

Article III. AVID District Director (Secondary) and/or Elementary Liaison

3.1 Role of the AVID District Director (Secondary):

In order to disseminate the AVID Secondary program effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for the AVID Secondary program within School System. These individuals accept responsibility for ensuring the implementation of the AVID Secondary program according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID Member School Sites and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and professional learning to the AVID College Readiness System and coordinators.

3.1a Role of the AVID Elementary Liaison:

In order to implement quality grade level effectiveness and to build strong AVID Feeder Patterns, AVID Center coordinates training and networking of district leaders known as Elementary Liaisons. The primary role of the Elementary Liaison is to coordinate support and provide articulation opportunities for AVID Elementary sites. These individuals accept responsibility for ensuring the implementation of AVID Elementary key components according to the AVID Elementary Essentials and for facilitating the development of AVID Feeder Patterns and site conditions that ensure effective elementary implementation. Elementary Liaisons attend four (4) sequential AVID Elementary Leadership trainings throughout a two-year period. Trainings consist of AVID Methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about AVID's online resources, data collection, certification, and continued professional learning. Elementary Liaisons attend the Elementary Administrator and/or Elementary Liaison Strands at AVID Summer Institute with their teams and help develop the feeder patterns vision and plan for quality implementation.

The Elementary Liaison attends and supports ongoing professional learning through AVID Coaching Packages.

3.2 Time Allocation for the AVID District Director:

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID Member School Sites, and for urban or suburban districts with twenty (20) or more AVID Member School Sites.

3.2a Time Allocation for the AVID Elementary Liaison:

The ability of the Elementary Liaison to plan and conduct AVID activities is impacted by what proportion of the Elementary Liaison's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the Elementary Liaison's time be allocated to AVID Elementary oversight. AVID Center recommends that full-time allocation or multiple AVID Elementary Liaisons be considered for rural districts with ten (10) or more AVID Elementary Sites and for urban or suburban districts with twenty (20) or more AVID Elementary Sites.

3.3 Secondary Professional Learning:

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID Summer Institute(s).

3.3a Elementary Professional Learning:

The Elementary Liaison coordinates feeder pattern articulation meetings (with administrators, teachers, and support staff), site support, and participates in the AVID Summer Institute(s) according to the elementary training cycle.

3.4 Secondary Technical Support to Sites:

The District Director periodically visits each AVID Member School Site, at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID professional learning, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.4a Elementary Technical Support to Sites:

The Elementary Liaison visits sites, observes classrooms, coaches administration, teachers and support staff to facilitate progress toward goals identified, and to promote institutionalization of AVID Elementary Essentials. The Elementary Liaison attends AVID Elementary Leadership Training and provides ongoing professional learning for all AVID Elementary sites.

3.5 Data Collection and Research:

The District Director and/or Elementary Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 Building a Structure of Support:

The District Director and/or Elementary Liaison coordinates the establishment of an AVID District team or advisory group that is made up of top-level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to, and success in, rigorous college preparatory courses.

3.7 Outreach:

The District Director and/or Elementary Liaison responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

3.8 Secondary Partnerships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for secondary AVID students at AVID Member School Sites enrolling at the postsecondary institutions.

3.9 Secondary Special Events:

The District Director facilitates AVID events (e.g. AVID student writing contest, AVID student conference, AVID family conference).

3.9a Elementary Special Events:

The Elementary Liaison facilitates AVID elementary events (e.g. end of year recognition events, transition events and feeder pattern articulation meetings).

3.10 Partnership with AVID Center:

The District Director and/or Elementary Liaison coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ email, by contributing to the AVID international academic journal, etc.

3.11 AVID District Leadership Training for District Directors (Secondary):

AVID District Leadership Training (ADL) Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the School System should periodically check www.avid.org or their divisional contact for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings.

A. AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program as described above and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The District Director Professional Learning Services Fee is \$15,000.00 per District Director, payable over two years at \$9,000.00 for the first year and \$6,000.00 for the second year. If additional district level training is required due to turnover or supplemental support, the School System may be eligible to receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consists of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consists of three (3) days over the summer between training years, and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute – District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director is included in the total District Director Professional Services Price.

C. Materials – After attending the first ADL session, the District Director will be provided with a sample set of all Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

D. AVID National Office & Divisional Support – AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

3.11a AVID Elementary Leadership Training:

AVID Elementary Leadership Training Sessions are designed to prepare and support the Elementary Liaison. The four sessions are taken in sequential order over a two year period. The location of the trainings may vary (the School System should periodically check www.avid.org or contact the AVID Elementary team for listings).

A. AVID provides the following services to the district for start-up and quality assurance of the program: AVID Elementary Leadership Training is for the designated Elementary Liaison and takes place over two years. AVID Elementary Leadership Training includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about the AVID College Readiness System, as well as our online resources, data collection, certification, and professional learning opportunities.

The Elementary Liaison Professional Learning Services Fee is \$9,000.00 per Liaison, payable over two years at \$5,400.00 for the first year and \$3,600.00 for the second year. The service fee does not include travel, meals, or any other expenses.

The Elementary Leadership Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consist of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of three (3) days over the summer between both training years, and two and a half (2 ½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute - The Elementary Liaison is required to attend Summer Institute with new implementing elementary sites. The Elementary Liaison attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the Elementary Liaison is included in the total Elementary Liaison Professional Learning Services Price.

C. Materials –the Elementary Liaison will be provided with an Elementary Implementation Library set at about the same time the site(s) will get their order per the signed Agreement.

D. AVID National, Divisional, State Office Support – AVID Center will provide support from our national office, divisional offices, state offices, and/or independent consultants. This support will consist of phone calls, emails, and visits at the discretion of AVID Center.

Article IV. Licenses and Proprietary Rights

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID at the Member School Sites as listed in Attachment A, and for no other purpose. For each Member School Site listed in Attachment A, this license extends only to the AVID Materials and AVID Methodologies corresponding to the AVID Program Name(s) (e.g. Elementary, Secondary, etc.) listed for that AVID Member School Site.

A. School System may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member School Sites listed in Attachment A, for the sole purpose of implementing the specified AVID Programs at the AVID Member School Sites and for no other purpose. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member School Sites.

B. Further, School System will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID Program(s) listed for each AVID Member School Site in Attachment A. (For example, if Attachment A specifies both the Elementary and Secondary AVID Programs at ABC School Site, but only specifies the Elementary AVID Program at XYZ School Site, School System will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the Secondary AVID Program Materials and Methodologies to XYZ School Site).

C. School System and its individual school sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member School Sites without AVID Center's prior written consent.

D. Should School System wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member School Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to the website.

E. Should School System wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member School Sites, it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member School Sites before downloading those materials.

F. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

G. School System and its individual school sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the AVID Member School Sites listed in Attachment A in order to promote and implement AVID at those Member School Sites. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its AVID Member School Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member School Sites listed in Attachment A consistent with the above license. School System and its AVID Member School Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its Member School Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Proprietary Rights:

The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

4.8 Compliance with Laws:

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

Article V. Quality Control Procedures

5.1 Quality Standards:

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

5.2 Annual Certification:

School System agrees to participate in AVID Center's annual certification process whereby each AVID Member School Site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each Member School Site's certification status.

5.3 AVID Quality Assurances:

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including, without limitation, the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in AVID Member School Sites. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID Member School Sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" AVID Member School Sites. Should AVID Member School Sites and/or School System not meet the AVID Quality Standards or implement AVID Center's suggested changes for multiple years, they may be asked to discontinue AVID at the end of a school year.

Article VI. Period of Agreement

6.1 Term:

The Term ("Term") of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein.

6.2 Cessation of the AVID College Readiness System:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System should notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System that conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the particular AVID Program at the school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

Article VII. Compensation

7.1 Agreement and Purchase Order:

School System must include, along with this signed Agreement, a fully and completely executed Purchase Order for the entire Agreement as detailed on Attachment A and any other applicable and incorporated attachments. AVID Center will not fulfill any services or materials, including the shipment of any libraries without a fully executed Purchase Order and this signed Agreement. The terms and conditions of this Agreement shall control for all Purchase Orders issued pursuant to this Agreement; no terms and conditions on Purchase Orders will apply to this Agreement.

7.2 Fulfillment, Invoicing, Payment Terms:

AVID Center will invoice School System for the entire Agreement upon receiving this executed Agreement and the executed Purchase Order as detailed in Attachment A and any other applicable and incorporated attachments. School System hereby agrees to pay AVID Center for any and all fees detailed in Attachment A and any other applicable and incorporated attachments. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

7.3 Fulfillment, Invoicing, Payment Terms; If No Purchase Order Is Required by School System:

If the policy of the School System states that no Purchase Order is required for purchases or that this executed Agreement suffices as the School System's authorization for purchase, the School System must initial below representing and warranting to AVID Center that the School System is fully able to pay any and all fees as invoiced on Attachment A and any other applicable and incorporated attachments without an additional Purchase Order. AVID Center will invoice School System for the entire Agreement, as detailed on Attachment A and any other applicable and incorporated attachments, upon receiving this executed Agreement. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

_____ INITIALS

Article VIII. Status of Parties

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article IX. Authority

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

Article X. Termination

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all programs or part of an AVID program at one or more specific AVID Member School Sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other programs at the particular AVID Member School Site and/or other AVID Member School Site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2, 7.3 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

Article XI. General Provisions

11.1 Governing Law and Venue:

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if School System is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which School System is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where School System is located (set forth in § 3 of Attachment A), and venue for the action shall be that city and State.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 Assignment:

School System acknowledges that the favorable terms of this Agreement were granted solely to School System, and that the substitution of any party by School System would destroy the intent of the parties. Accordingly, School System shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their respective signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Marysville Joint Unified
CA

Signature: AVID Center Authorized

Signature: Superintendent or Designee

Printed or Typed Name

Gay Todd Ed.D.

Printed or Typed Name

Title

Superintendent

Title of Designee

Date

6-25-13

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Bonanza Inn Event Center
1001 Clark Ave.
Yuba City, CA 95991
(530) 674-8824
Fax (530) 674-0563

Sales Contract
Date Booked 4/12/2013

Client/Organization	Event Date	Booking Contact	Contract Return Date	Event #
Marysville Joint Unified School District	8/12/2013 (Mon)	Kit Molinari		E05211
Address	Telephone	Sales Rep	Guests	
1919 B Street	(530) 749-6102	Carina Westover	400 (Pln)	
Party Name				
Marysville Joint Unified School Distr				

Terms & Conditions

- A. A deposit amount of **\$.00** is due at the time of booking.
- B. **Valid credit card information is due at the time of booking.**
- C. Balance due must be paid in full at time of event. No Exceptions.
- D. Any changes made within 7 days prior to this event date, The Bonanza Inn Event Center reserves the right to charge an additional \$100 fee for each change made.
- E. Any outside food brought into the Event Center is subject to additional charges.
- F. Any long distance calls will be charged to the final bill.
- G. Any candle usage requires a candle permit for insurance purposes.
- H. All fees are subject to an 18% service charge and any applicable sales tax; any discounts received will not change the service charge or tax amount.
- I. All payments and deposits paid are non refundable.

By initialling below I am accepting full responsibility of the above terms and conditions.

Carina Westover: _____ Marysville Joint Unified School District: _____ Marysville Joint Unified School District: _____

Venue

Banquet Room	Start	Serve Time	End	Setup Style	Date
Feather Room	8:00 am	NA	4:00 pm	Theatre	8/12/2013-Mon

Setup Notes

morning & afternoon session - 200/200

Venue

Banquet Room	Start	Serve Time	End	Setup Style	Date
Feather Room	8:00 am	NA	4:00 pm	Theatre	8/13/2013-Tue

Venue

Banquet Room	Start	Serve Time	End	Setup Style	Date
Feather Room	8:00 am	NA	4:00 pm	Theatre	8/14/2013-Wed

Venue

Banquet Room	Start	Serve Time	End	Setup Style	Date
Feather Room	8:00 am	NA	4:00 pm	Theatre	8/15/2013-Thu

212

Room Chg	\$2,400.00
----------	------------

Subtotal	\$2,400.00	Paid	\$0.00	Pay Method	Credit Card	Card Number
Service Charge	\$432.00	Balance	\$2,832.00	Card Type		
Tax	\$0.00			Card Holder		Expires
Total Value	\$2,832.00			Signature		

Cancellation Fees

Marysville Joint Unified School District, will be responsible to pay for \$2,832.00 due for this event, if the event is cancelled within 14 days of the event date. Any cancellation within 120 days of this event date, the client will be charged 20% of the remaining \$2,832.00 due. The Client will also be charged for any additional fees the Bonanza Inn Event Center may have incurred in the planning of said event. Any cancellation must be received in writing to: 1001 Clark Avenue, Yuba City, CA 95991- Attention Event Center or Faxed to: 530-671-2107. All payments and considerations paid are non-refundable!

Acknowledgement & Final Acceptance

Marysville Joint Unified School District, acknowledge and accept full responsibility for any food or alcohol products removed from the Bonanza Inn Event Center, by myself or any of my guests. By signing below I have read, initialed, agree & understand all the terms, conditions, policies, procedures, guarantees, guest counts, dates and times on this contract.

Carina Westover Event Center Rep: _____ *Date:* _____

Marysville Joint Unified School District Representative:

Date: _____

213

MJUSD
Personnel Dept.
MAR 05 2013



RECEIVED

Catherine Volmer
849 Lincoln Rd. # 68
Yuba City, CA 95991
March 5, 2013

Marysville Joint Unified School District
1919 B Street
Marysville, Ca. 95901

To Ramiro Carreón:

I, Catherine Volmer, will be resigning from Marysville Joint Unified School District at the end of the 2012-2013 school year, for personal reasons.

Respectfully,



Catherine Volmer
Yuba Gardens RSP teacher
1964 11th Ave
Olivehurst, Ca. 95961
(530) 277-6217

214

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT



MARYSVILLE HIGH SCHOOL

"Home of the Indians"

12 East 18th. St. Marysville, CA 95901

Telephone (530)741-6180

Fax (530) 741-7828

Where attention goes, energy flows, and results show.

MJUSD

Personnel Dept.

APR 08 2013

RECEIVED

April 8, 2013

Dear Mr. Carreón,

This letter is to inform you that I will be retiring as of June 14, 2013. It has been a privilege and honor to serve as a teacher at MHS for my entire career.

Sincerely,

Hilke Sligar



Jeff Smith
16852 Sesame St.
Brownsville, CA 95919
June 4, 2013

MJUSD
Personnel Dept.
JUN 5 2013

RECEIVED

Ramero Carreon
Assistant Superintendent of Personnel
Marysville Joint Unified Schools
1919 B St.
Marysville, CA 95901

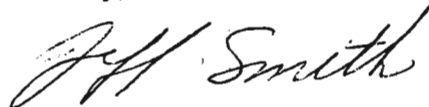
Dear Mr. Carreon:

I would like to start by thanking you for the opportunity of working for the Marysville Joint Unified School District. During my time at Anna McKenney I have benefitted from working with an administrative team that is highly professional, dedicated and supportive. In these three years I have also enjoyed getting to know and learn from some of the members of the staff.

During the last month I was contacted by my previous employer, Themalito Unified Schools, and offered my position back with them as part of the thirty-nine month rehire agreement. After much reflection and discussion with my family, I have decided to accept their offer. This job change will mean that my school site will be less than five minutes from the school that my family attends and I cannot turn down the chance to have more time with them each day.

Therefore, I formally resign my position as a sixth grade teacher at McKenney Intermediate at the end of this school year.

Sincerely,


Jeff Smith

216

February 27, 2013

MJUSD
Personnel Dept.

FEB 27 2013

RECEIVED

John W. Tyler
1491 Bridge St. Apt 80
Yuba City, CA 95993

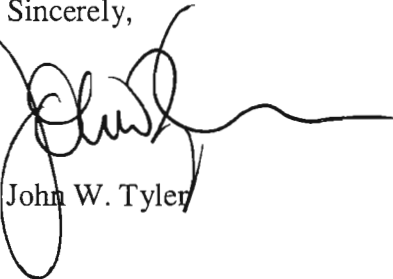
To the Personnel Office:

In lieu of impending contract termination notices that are scheduled to be released, I would hereby offer my resignation from the current assignment as Science Teacher at North Marysville High School, effective at the end of the academic year, July 31st, 2013.

I understand that this resignation letter will allow me to be considered for other positions within the district in the 2013-2014 academic year and will in no way affect my salary payments that will continue through the summer.

Thank you for the opportunity to serve as Science Teacher with MJUSD.

Sincerely,

A handwritten signature in black ink, appearing to read 'John W. Tyler', with a long horizontal flourish extending to the right.

John W. Tyler

Katherine DeCicco
4101 Innovator Drive #934
Sacramento CA 95834

February 20, 2013

MJUSD
Personnel Dept.

FEB 20 2013

RECEIVED

Mr. Eggers
Principal
Olivehurst Elementary
1778 McGowan Parkway
Olivehurst CA 95961

Dear Mr. Eggers:

Please accept my resignation as a third grade teacher, effective Thursday June 13th, 2013.

I feel very fortunate to have been associated with the MJUSD for the last year. My experiences and training have been invaluable, and I leave with many pleasant memories.

Sincerely,

Kate DeCicco

Kate DeCicco
Teacher

MJUSD
Personnel Dept.

JUN 10 2013

RECEIVED

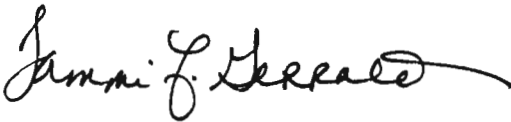
June 10, 2013

MJUSD, Personnel Department

To Whom It May Concern,

Please accept this as my formal letter of resignation as School Psychologist from the Marysville Joint Unified School District effective the end of the 2012/2013 school year. I have been offered and accepted a new position that is close to my home in Nevada County. I appreciate the dedication of the staff in this district and that I could be part of providing your students with special needs the supports they need for educational success. Please feel free to contact me if you have any questions regarding this matter at (530) 415-9210.

Best regards,



Tammi J. Gerrald, M.A., NCSP

Teresa Talbott
11500 Forester Drive
Nevada City, Ca 95959

MJUSD
Personnel Dept.
JUN 10 2013
RECEIVED



June 10, 2013

Dear Toni,

This is to officially inform you that I am resigning from my position as SLP for MJUSD for next school year, 2013-2014. Thank you for the opportunity to work with you and all the other wonderful SLPs. I have enjoyed being a part of the Cedar Lane team and MJUSD.

If I can be of any other help, please let me know.

Teresa Talbott, CCC-SLP

220

To whom it may concern,

Please accept my resignation effective June 13, 2013.

Sincerely,

Teresa Evans

Teresa Evans

MJUSD
Personnel Dept.

MAR 08 2013

RECEIVED

A handwritten signature, possibly reading 'A', is written in the top right corner of the document.

221

Elisabeth Anne Murdoch-Walker
(Anne Walker)
5983 Fruitland Road,
Marysville, CA 95901

MJUSD
Personnel Dept.

JUN 11 2013

RECEIVED

Kathleen Hansen
5150 Fruitland Road,
Marysville, CA 95901

Dear Ms. Hansen,

I have been associated with Loma Rica School since 1991, when my children first began their schooling. Throughout the years I've have had the privilege to have volunteered with PTA and Site Council, and tutored Indian Ed. and At Risk. More recently I have worked with multiple children with special needs, and "special" staff, many of whom I will have life long friendships.

It is at this time however, I wish to inform you of my retirement; effective date August 10th 2013.

Thank you for the rewarding experience I had at LRE, and I wish only the best for Loma Rica School children and staff.

With fond memories,

Anne Murdoch-Walker

Anne Murdoch-Walker

June 3rd 2013

222

JUN 12 2013

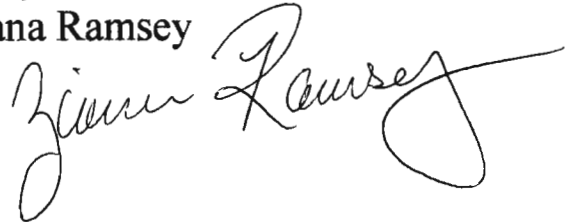
RECEIVED

To whom it may concern,

I Ziana Ramsey Resign from the position of After School Support Specialist at Marysville Joint Unified School District for the STARS program at Kynoch Elementary. My reason for resigning is a personal matter. My dearest apologies for this inconvenience.

Regretably,

Ziana Ramsey



6/12/13

223

Marcella Rice
6132 Bald Mtn. Rd.
Browns Valley, CA 95918
(530) 742-5269

MJUSD
Personnel Dept
MAY 21 2013

RECEIVED

20 May 2013

Ramiro Carreon
Personnel Director
1919 B Street
Marysville, CA 95901

Dear Mr. Carreon:

I am writing this letter to state my intention to retire effective June 13, 2013. I am currently a personal aide at Ella Elementary School. I have been contracted with the Marysville Joint Unified School District since 1988 as both a classroom and personal aide. Prior to this date I worked for the district as a tutor in the Indian Education program.

Throughout my employment in this district I have had the pleasure of working with many qualified staff members and some very special students. I have enjoyed my role as an aide and value the years of service in this district. I look forward to retirement and spending more time with my family.

Please accept this letter of intent to retire. Thank you for your time and support.

Sincerely,

Marcella Rice

Marcella Rice

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Ashley Vette

District Coordinator

MJSUD STARS

1919 B S, Marysville, CA 95901

MJUSD
Personnel Dept.

JUN 03 2013


RECEIVED

05/31/2013

Dear Mrs. Vette I am writing to formally notify you that I am resigning from my position as a Stars Provider with the Stars Afterschool Program. My last day of employment will be June 13th, as per the responsibilities under the terms of my employment contract.

I appreciate the opportunities I have been given at Stars Program and your professional guidance and support. I wish you and the Stars program all the best and success in the future.

Yours sincerely,


Emmeline Sferle

Hannah Smith
1711 Tamarack Drive
Yuba City, CA 95991
(530)635-5133
hms-92@hotmail.com

MJUSD
Personnel Dept.

JUN 04 2013



RECEIVED

May 30, 2013
Para-educator
STARS
1919 B street Room 205
Marysville, CA 95901

Dear Ashley Vette:

I would like to inform you that I am resigning from my position as a Para-educator for the STARS afterschool program, effective June 13, 2013.

Thank you for having me as a part of your team. I am proud to have worked for the STARS program, and I appreciate the time and patience you have shown in training me. I have enjoyed my time working for the STARS program.

If I can be of any assistance during this transition, please let me know. I would be glad to help however I can.

Sincerely,

Hannah Smith



MJUSD
Personnel Dept.

JUN 04 2013




Ashley Vette,

I am resigning my position at STARS effective June 13, 2013.

Thank you!

Michael Tomasini 5/30/2013


5-30-2013

RECEIVED

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2013/2014 MEMORANDUM OF UNDERSTANDING

Tri-County BTSA Induction Program

Sutter County Superintendent of Schools Office and the Marysville Joint Unified School District

General

This Memorandum of Understanding (MOU) is entered into between the Sutter County Superintendent of Schools Office (SCSOS), Local Educational Agency (LEA) for the Tri-County BTSA Induction Program, and the (Participating District/COE) referred to as District/COE in this MOU, to implement the Tri-County Beginning Teacher Support and Assessment (BTSA) Induction Program.

The effective date of this MOU is July 1, 2013. The terms of this agreement shall remain in force unless mutually amended. Either party may terminate this agreement upon written notice submitted to the Advisory Committee no later than 180 days prior to the start of the next school year.

Purpose

The purpose of this MOU is to establish a formal working consortium between the parties of agreement and to set forth the operative conditions which govern this consortium. SCSOS and the District/COE will form a consortium in providing and coordinating services as part of the Tri-County BTSA Induction Program, hereafter referred to as the Consortium.

Responsibilities – General

- A. SCSOS agrees to the following:
1. Employ a BTSA director as provided in the BTSA program proposal and program expenditure guidelines.
 2. Employ a secretary to support the administration of the program based on program expenditure guidelines.
 3. Provide workspace for the BTSA director and secretary -- including computer and fax access, telephone and office supplies, and meeting space for program activities.
 4. Develop and establish contracts with outside vendors for professional services as needed and/or required.
 5. Facilitate a process for equitable distribution of services to BTSA participating teachers and support providers in all Consortium districts.
 6. Establish and maintain accurate records and reports.
 7. Supply to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) reports and other information as requested on all matters related to program requirements and activities.
 8. Convene the BTSA Advisory Committee, and develop other administrative processes as provided for in the BTSA program proposal.
 9. Participate in the program evaluation.
 10. Process payment for authorized contracted services.

- B. Participating District/COE agrees to the following:
1. Appoint a district BTSA District Coordinator who will oversee all BTSA activities within the district and assume the responsibilities established by the Tri-County BTSA Induction Program.
 2. Enroll participating teachers for program participation according to the criteria established by the Consortium and Induction requirements. Deadline to enroll Participating Teachers in the Tri-County BTSA Induction Program for the 2013/2014 is October 18, 2013.
 3. Ensure that all Site Administrators participate in ongoing BTSA Administrator trainings.
 4. Place BTSA Teachers only in school sites where the Site Administrator has received BTSA Administrator Training.
 5. Provide working conditions for participating teachers according to the criteria established by the Consortium. Appropriate support services will be provided for participating teachers assigned "challenging" settings as identified in the plan.
 6. Provide release time for support providers and beginning teachers as required by the Consortium for observations and site visits to be approved by the Advisory Committee.
 7. Separate BTSA formative assessment information from district employment evaluations.
 8. Provide release time for Advisory Committee representation (5 mornings) if represented on Committee.
 9. Provide on-going communication about BTSA activities with the district's governing board.
 10. Participate in the program evaluation.
 11. Agree to all completion requirements of the Tri-County BTSA Induction Program as stated in the approved Tri-County BTSA Induction Program document.
 12. Complete the *New Teacher Placement* form for every teacher hired in the tri-county area providing the information that the Participating Teacher is aware of the \$0.00 per year cost to participate in the Tri-County BTSA Induction Program.
 13. Ensure that Credential Analyst or personnel technician attend 'Credential Analyst Meeting'.
 14. Provide release time for Operations Council Meetings if represented on Council.
 15. Provide representation on Portfolio Reviews.
 16. Provide support services for participating teachers to assure that the candidate is able to provide necessary services to students in their Least Restrictive Environment regarding Case Management, IFSP/IEP and transition planning teams, Advocacy, Consultation, and Collaboration, Co-teaching and/or Professional Learning Community(ies). Program Standard 2: Clear (Induction) Education Specialist Credential component
 17. Participating Teachers (holding a preliminary multiple subject, single subject, and/or education specialist, Career/Technical Education credential) not employed as the "teacher of record" in the tri-county area, but providing long term substitute services to a school district *may* participate in the Tri-County BTSA Induction Program with district support. These candidates will be required to be sponsored by a participating district/COE and enroll in the program prior to enrollment cutoff date. Districts participating in the Tri-County BTSA Induction Program will establish a participation criterion for these candidates. Due to the unique nature of these candidates each candidate will be handled on a case by case basis by program leadership and participating districts.
 18. Assist Program in ensuring that all hired Support Providers attend summer Support Provider training. Support Providers not trained in summer attend two (2) full days of training. Substitute costs will be the responsibility of the district. Support Provider make-up training (dates TBD in September) as required by Program Director.

Responsibilities – Fiscal

- A. SCSOS, in its capacity as LEA, agrees to the following:
1. Overall fiscal responsibility for the administration of the grant funds, to include submission of year-end expenditure reports, preliminary and revised budgets, and any other documentation sought by the California State Department of Education and/or the California Commission on Teacher Credentialing.
 2. Develop and maintain a balanced budget for consortium approval that allocates amounts sufficient to meet the costs of implementing its program responsibilities as described in the Tri-County BTSA Induction Program plan.
 3. Expend income according to regularly established policies and procedures of the funding agency and the Advisory Committee.
 4. Abide by the BTSA expenditure guidelines.
 5. Annually submit a Tri-County BTSA Induction program expenditure report.
 6. Report year-end fiscal activity/balance at year end.
- B. Participating District/COE agrees to the following:
1. Advisory Committee will approve a per Participating Teacher funding amount each spring. This model will include a pro-rata share amount should any consortium approved unfunded expenses occur. For 2013/2014 the Participating Teacher cost will be \$0.00. This amount will be shared with the Participating Teacher(s) at the point of hire (district/COE completion of New Teacher Placement Form), included in the Participating Teacher Roles and Responsibilities, and shared at New Teacher Kick Off. In the event funding for this program is reduced or eliminated the candidate would assume any uncovered costs should the candidate choose to continue to participate in this program.
 2. Assume all financial (litigation) responsibilities stemming from any legal action brought against Tri-County BTSA Induction Program from an employee of said District.
 3. Pay for any non-funded Tri-County BTSA Induction participants (e.g., private school teachers). The cost will be equal to the cost of participating districts less any reimbursement from the District/COE. Revenue amounts will be determined on an annual basis.
 4. Pay for additional costs (e.g., support provider stipend, substitute reimbursement, mileage) for any support provider contracted through the Tri-County BTSA Induction Program to provide services for partnering districts participating teachers.
 5. Annually approve a Consortium budget
 6. Support the program with correspondence to the Participating Teacher for the \$0.00 per participant cost.

Program Participation Options:

Participating District/COE will select one of the following options. Both Option 1 and Option 2 require full participation in the Tri-County BTSA Induction Program including: Advisory Committee Meetings, Administrator Breakfasts, and trainings.



Option 1:

Tri-County BTSA Induction Program will retain the revenue model established by the Advisory Committee. For 2013/2014 the revenue model will be based on the *projected* "2013-2016 Program Funding Model" to implement all aspects of the Tri-County BTSA Induction Program including:

- a. Selection, hiring, and authorization of payment (including establishing the stipend amount) to Support Providers according to consortium guidelines:

- i. Matching SP:PT – District and Site-level, Similar Credentials, Same Site, and/or “Like” Credentials as outlined in the document ‘Matching Protocol for SP:PT’
 - ii. Support Providers will be hired using 1 letter of recommendation and an application as minimum requirements as established by the Tri-County BTSA Induction Program Advisory Committee.
 - b. The Tri-County BTSA Induction Program will retain the distribution amount from the revenue model in a reserve account for the benefit of the entire consortium.
 - c. The Participating District/COE will recruit eligible Support Providers, based on the minimum qualifications established by the Tri-County BTSA Induction Program. Recruiting efforts will occur by April 15th, 2013 for program selection.
 - d. Pay for any substitute costs for Support Providers from providing districts not matched from district of employment.
- 2) Ensure that all Support Providers attend summer Support Provider training. Make up Support Provider Training will occur the last week of September and will be two (2) full days of training. Substitute costs will be the responsibility of the district/COE.
 - 3) Tri-County BTSA Induction Program will reimburse the Participating District/COE for authorized release days (actual substitution costs) for PT and SP observations to be approved by the Advisory Committee at the beginning of each calendar year.



Option 2:

- 1) Tri-County BTSA Induction Program will reimburse participating LEA for 2013/2014 according to the *projected* “2013-2016 Program Funding Model” as established by the Advisory Committee
- 2) Ensure that all Support Providers attend summer Support Provider training. Make up Support Provider Training will occur the last week of September and will be two (2) full days of training. Substitute costs will be the responsibility of the district/COE.
- 3) Participating District/COE will:
 - i. Select, hire, and authorize payment to Support Providers. Matching SP:PT – District and Site-level, Similar Credentials, Same Site, and/or “Like” Credentials as outlined in the document ‘Matching Protocol for SP:PT’
 - ii. Support Providers will be hired using 1 letter of recommendation and an application as minimum requirements as established by the Tri-County BTSA Induction Program Advisory Committee.
- a. Authorize release days for PT and SP observations to be approved by the Advisory Committee at the beginning of each calendar year.
- b. Pay a pro-rata share (% of the number of BTSA teachers) of any consortium approved unfunded expenses incurred by the Sutter County Superintendent’s of Schools in the administration of the BTSA Consortium should the program be unfunded or should BTSA revenues or reserves be insufficient to meet Consortium financial obligations.

By selecting Option 1 or 2 the Participating District/COE’s will agree to the implementation of this option for the school year. Participating District/COE’s may revise their option with a 180 day notice to the Tri-County BTSA Induction Program.

Education Specialist Credentials (Level II):

Pursuant to Education Code Section 44227(a) the Tri-County BTSA Induction Program adheres to the General Preconditions (requirements 1-10) established by the Commission on Teacher Credentialing. In addition to the Commission's ten General Preconditions, pursuant to Education Code Sections 44227(a) and 44265, each Education Specialist Clear Credential preparation program shall also adhere to requirements 11-16.

Other Conditions

SCSOS and the Consortium shall have the authority to adapt and adopt materials developed by the Consortium for dissemination purposes.

All agreements in the Tri-County BTSA Induction Program MOU are contingent on state budget funding.

The following paragraph does not apply to Districts/COE's participating in Option 1:

(Participating District/COE) shall defend and indemnify the Sutter County Superintendent of Schools Office (SCSOS), its officers, agents and employees, for any claim or cause of action against SCSOS, its officers, agents or employees, arising from SCSOS's performance of services or duties in connection with the Tri-County BTSA Induction Program pursuant to the MOU on behalf of (the Participating District/COE). This duty to defend and indemnify includes, but is not limited to, payment of necessary attorneys' fees and other costs incurred in litigation. In the event that a particular claim or cause of action arises from services performed on behalf of (Participating District/COE) or from more than one Participating District/COE, (Participating District/COE) agrees to share costs on an equitable basis.

By: Bill Cornelius
Signature of Authorized Official
Sutter County Superintendent of Schools

By: _____
Signature of Authorized Official
Gay Todd

Title: Superintendent

Title: Superintendent

Date: 6-11-13

Date: 6/25/13

Lisa Mejia

From: Pat Bennett
Sent: Thursday, June 13, 2013 2:09 PM
To: Jolie Carreon
Cc: Lisa Mejia
Subject: Donations to MJUSD Indian Ed

The following companies donated to our program's 32nd Annual Yuba-Sutter Pow Wow:

Elite Universal Security, \$1,400 donation to reduce costs
Twin City Rental, \$220 donation to reduce costs
Tractor Supply, \$25
Jim Sullivan Saddlery, \$10
Downtown Shoe Repair, \$50
Courthouse Café, \$20
Mountain Mike's Pizza, \$25
Loco BBQ Company, \$20
Tony's Fruit Stand, \$20

Patricia Bennett
Program Coordinator

American Indian Education Program
Yuba-Sutter Archery Association
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901

530-749-6196
530-741-7840 fax

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Resolution 2012-13/37

FINDINGS AND APPROVAL OF ENERGY EFFICIENCY CONTRACT WITH TRANE US, INC.

WHEREAS, the California legislature sought to encourage public entities to implement energy efficiency and conservation projects through enacting legislation designed to provide public agencies the greatest possible flexibility in structuring agreements for such projects (Government Code sections 4217.10 *et seq.*); and

WHEREAS, Section 4217.12(a) of the California Government Code authorizes the District to enter into a contract for energy services contracts on terms its Board of Trustees (Board) determines are in the best interests of the District, if the Board finds that the anticipated cost of project will be less than the anticipated marginal cost of energy that would have been consumed by the District in the absence of the project; and

WHEREAS, Trane U.S., Inc. (Trane) has proposed a contract, a copy of which is attached hereto as Exhibit A, under which Trane will provide a lighting retrofit and update HVAC controls for the District; and

WHEREAS, on May 28, 2013, consistent with section 4217.12(a), the Board held a properly noticed hearing regarding the proposed contract with Trane; and

WHEREAS, at the aforementioned hearing, facts were produced which demonstrated that the anticipated cost to the District for the services provided under the contract will be less than the anticipated marginal cost to the District of energy that would have been consumed by the public agency in the absence of the contract; and

WHEREAS, on June 25, 2013 the Board determined it is in the best interests of the District to contract with Trane to perform the lighting retrofit and update HVAC controls pursuant to the terms and conditions of the contract; and

NOW THEREFORE, BE IT RESOLVED that based on facts known to the Board, staff report, public comment, and the administrative record as a whole, and pursuant to Government Code Section 4217.12, the Board finds that the anticipated cost to the District for the services provided under the contract will be less than the anticipated marginal cost to the District of energy that would have been consumed by the public agency in the absence of the contract; and

BE IT FURTHER RESOLVED that the Board finds it is in the best interests of the District to enter into the contract and hereby approves the contract, attached as Exhibit A; and

BE IT FURTHER RESOLVED that the Superintendent, or designee, is authorized to enter into the contract on behalf of the District and to take all steps and perform all actions necessary to execute and implement the contract and to take any actions deemed necessary to best protect the interests of the District.

ADOPTED, SIGNED and APPROVED this 25th day of June 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Jeff Boom
President to Board of Trustees

Final Analysis

Feasibility of Implementing the P.G. & E. OBF Program

Foothill Intermediate School

5351 Fruitland Road, Marysville, CA 95901

Marysville Joint Unified School District



May 10, 2013

Prepared by:

TRANE

4145 Delmar Avenue, Rocklin, CA 95677

Phone: (916) 577-1100

Local Trane Team:

Account Manager: Todd Brooks K-12 Schools Leader: Tim Sisson

Comprehensive Solutions / Turnkey AM: Richard Swank

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Executive Summary

Trane has completed both its preliminary and final analysis of the **Foothill Intermediate School** located 5351 Fruitland Road in Marysville, CA for Marysville Joint Unified School District (MJUSD) and the viability of performing energy saving measures that are feasible for a P.G. & E. OBF (On-Bill Financing) program are recommended!

Foothill Intermediate School consists of one building divided in to multiple classrooms consisting of approximately 24,500 total square feet which was built in 1975. There are 15 teachers and 203 students at the school. In 2011 the total P.G. & E. electrical bill was \$47,890 and in 2012 it was \$48,579 at a cost of nearly 17 cents per kWh.

During the preliminary analysis Trane made several visits to the site to review the building's current electrical and mechanical system electrical loads. A total of '22' electric heat pump units are on the roof of the school building which serve the classrooms, multi-purpose room and common areas. Each HVAC unit varies in age as it appears some of the original units were replaced in the last 5 to 10 years. Each unit is currently controlled by either a mercury bulb thermostat or programmable type of thermostat. None of the programmable thermostats are programmed or properly set. Many areas were found to be set between 72 to 74 degrees F temperature settings. The interior lighting was confirmed to be T8, 32-watt fixtures and the multi-purpose room has metal halide fixtures. The exterior lighting is all metal halide types of fixtures. Both the HVAC units and lighting are manually controlled.

After completing our final review and energy analysis we find that *this school facility would meet the requirements of the P.G. & E. OBF Program as it currently is described.* This program allows for energy conservation measures that will provide for *reduction in electrical energy consumption usage.* Our recommendation is that two key measures be implemented which are: (1) an interior and exterior **lighting retrofit**; and (2) a **new building automation system** for the temperature control and time-of-day scheduling of the existing heat pump air conditioning units and the room temperature set-points.

The following occupancy parameters are what were modeled for the 'current' conditions:

Current Occupancy Schedule			
Month	Start Time	End Time	Diversity
January-June	Midnight	8:00 A.M.	0
	8:00 A.M.	4:00 P.M.	65
	4:00 P.M.	Midnight	0
July	Midnight	Midnight	0
August-December	Midnight	Midnight	0
	8:00 A.M.	4:00 P.M.	65
	4:00 P.M.	Midnight	0

The occupancy of the school was modeled at 70 Sq. ft. per person.

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The following Interior Lighting and Miscellaneous Schedule were modeled as the existing conditions (the miscellaneous load of the school was assumed to be 0.3 watts/sq. ft.):

Interior Lighting & Miscellaneous Schedule			
Month	Start Time	End Time	Diversity
January-June	Midnight	8:00 A.M.	0
	8:00 A.M.	4:00 P.M.	70
	4:00 P.M.	Midnight	0
July	Midnight	Midnight	0
August-December	Midnight	Midnight	0
	8:00 A.M.	4:00 P.M.	70
	4:00 P.M.	Midnight	0

The following Exterior Parking Lot Lighting Schedule was modeled as the existing conditions:

Parking Lot Lighting Schedule			
Month	Start Time	End Time	Diversity
January-December	Midnight	7:00 A.M.	100
	7:00 A.M.	6:00 P.M.	0
	6:00 P.M.	Midnight	0

The following existing thermostat settings were modeled as the existing conditions:

Site	Cooling		Heating	
Foothill Intermediate	72 DegF	72 DegF	72 DegF	72 DegF

The Trace 700 model was calibrated to the 2011 and 2012 P.G. & E. utility bills received from Marysville JUSD. The airside systems of the school were all modeled as incremental heat pump units with an approximate EER of 9 which also accounted for degradation of the units.

The following conditions were modeled as the proposed new design conditions:

Lighting Alternative

All assumptions made in the *Baseline Lighting* were copied over to the new lighting alternative, except for the lighting wattages. The proposed lighting wattages are provided in the enclosed lighting table.

The existing interior T8, 32-watt bulbs and ballasts will be replaced with T8, 25-watt Espen bulbs and ballasts. The existing fixtures and lenses will be re-used 'as is' and have been presumed to be in good working order including any existing light switches and wiring.

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The exterior fixtures vary but are mostly all metal halide fixtures. In most cases the fixture bodies will remain 'as is', but will be retrofitted with LED technology.

The following table depicts the existing lighting counts, existing bulbs and proposed new bulbs:

Foothill Int. School (Room/Area)	(e) No. of Fixtures	(e) No. of Bulbs	(e) Light Type	Est. Watts/Bulb	New Bulb/Ballast	New Type 25 Watt	De-Lamp Yes/No	Lense Type
School Entry Area	10	20	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Main Office	9	18	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
LAN Room	2	4	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Principal's Office	5	10	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Assistant Principal's Office	2	4	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Staff Lounge Room	8	16	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Staff Men's Restroom	0	0						
Staff Women's Restroom	0	0						
Nurse Storage Room	3	6	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
West Hallway Area & Lockers	17	34	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Library / Multi-Media Open Area	36	72	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Conference Room #1	4	8	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
East Hallway Area / Lockers	13	26	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Coach's Office	4	8	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Computer Lab Classroom #27	20	40	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Computer Lab Classroom #27 (STORAGE)	2	4	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Computer Lab Classroom #27 (PRINTER Rm)	1	2	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #24	25	50	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #24 (Washer/Dryer Room)	1	2	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #24 (STORAGE)	1	2	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #16	24	48	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #17	34	68	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #18	24	48	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #19	24	48	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #10	28	56	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Hallway next to Classrooms #10, #17 & #19	4	8	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Boy's Restroom	5	10	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Girl's Restroom	5	10	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Janitor's Closet	1	2	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Large Conference Room	9	18	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #11	24	48	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #13 & Hallway Area	37	74	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #22	24	48	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #14	24	48	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Classroom #15 & Copy Room	24	48	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Multi-Purpose Room (HIGH CEILING)	4	8	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Multi-Purpose Room (HIGH CEILING)	12	12	Metal Halide	400 W/MH	TBD	4L T5	No	Guard

Kitchen Area	16	32	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Stage Area	20	40	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Stage Office	1	2	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Stage Storage Room #1	2	4	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Stage Sports Storage Room	1	2	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Stage Stairs (NORTH)	2	4	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Stage Stairs (SOUTH)	2	4	2B 4Ft T8	32 W/Bulb	Espen	H/E T8	No	Lense
Note: "Excludes" P1 Classroom	0	0	N/A	No work	No work	No work	N/A	N/A
Subtotals:								
514								
Total Fixtures								
2L 4Ft T8:	<u>514</u>	Total (e)	<u>1028</u>	at		Total (N)		
		Bulbs:		32W/bulb		Bulbs:	<u>1028</u>	25W
EXTERIOR LIGHTS:								
	Qty.	Bulbs	Totals	Existing Wattage	New Fixture	New wattage		
Exterior Walls - Shoe Box	4	4	4	400W	Xeralux	250		
Exterior Front - Shoe Box / WP	3	3	3	250W	TCP 35	30		
Exterior Wall Packs (around bldg.)	11	11	11	100W	TCP 35	30		
Exterior (SOUTH) Flood Lights	2	2	2	400W	Xeralux	250		
Totals:	20	20	20					

Controls Alternative

All assumptions from the existing *Controls Baseline* were copied to the Controls Alternative, except for the thermostat set points which were changed to new set points as listed in the table below:

Site	Cooling		Heating	
	Set Point	Drift Point	Set Point	Drift Point
Foothill Intermediate	<u>74 DegF</u>	90 DegF	<u>68 DegF</u>	66 DegF

The P.G. & E. OBF program rebates and energy consumption are based upon the above lighting counts and retrofit changes, and also, the above thermostat control set points. Any deviation from these values or counts will impact the program and ultimately the energy consumed and utility bill(s).

The following pictures show some of the areas of the **Foothill Intermediate School** that were reviewed as part of our Preliminary and Final Facility Analysis:



Typical Classroom Lighting



Typical Programmable Thermostat



Multi-Purpose Room Lighting



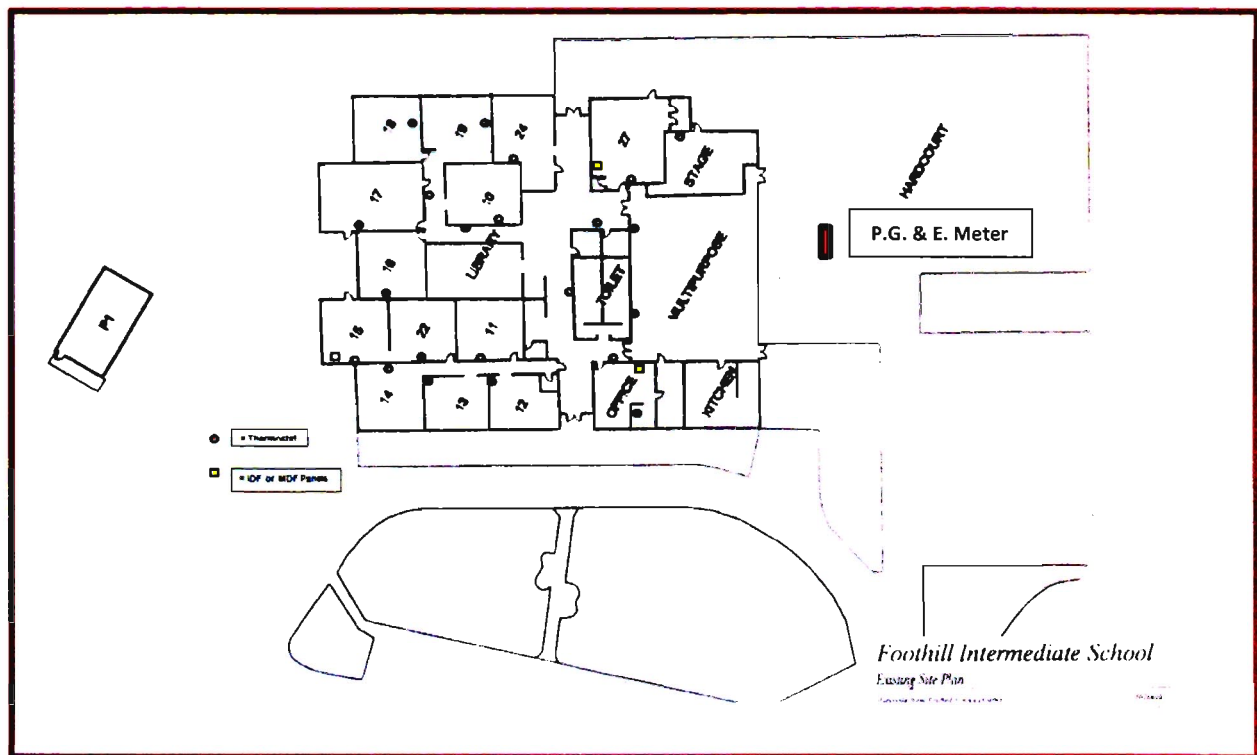
Typical Rooftop Heat Pump Unit(s)



Computer Classroom



Exterior Parking Lot Lighting



Foothill Intermediate School Map – Showing Rooms, Thermostat Locations & IDF Panel Locations

Foothill Intermediate School is furnished electrical power from one main P.G. & E. meter. The only exception is the Portable P1 which we *do not recommend any measures* at this time for this portable as it is standalone building and meter external from the main building.

Our final review and energy calculations of the Foothill Intermediate School facility indicate that there are many areas of the building that would benefit from improved lighting and control of the existing Heat Pump HVAC systems.

Our *Final Analysis* has determined that Marysville Joint Unified School District would be able to implement the P.G. & E. OBF program. Since we have received our signed Trane **Letter of Commitment** the next steps are to have P.G. & E. and MJUSD prepare the OBF Forms and required documentation that we will help support. Our final energy data and inputs for P.G. & E.'s program requirements will be needed for the P.G. & E. 3rd party consultant which we will interface with to complete their requirements.

Trane's budget for this project is **\$140,315.00**. We will need to finalize the Contract document to be able to proceed with the installation work.

We appreciate the opportunity to have provided MJUSD with our findings and look forward to proceeding with the project approval. If you have any questions regarding this *Final Analysis* you may contact *Richard Swank at Trane (Phone: 916-577-1126)*.

AGREEMENT FORM

THIS AGREEMENT FOR CONSTRUCTION SERVICES ("Agreement"), entered into this 25th day of June 2013, by and between the Marysville Joint Unified School District ("DISTRICT") and Trane U.S., Inc. ("CONTRACTOR"). The DISTRICT and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. DISTRICT is the owner of certain real property commonly known as the Foothill Intermediate School, located at 5351 Fruitland Road, Marysville, CA, county of Yuba, state of California ("Project Site").

B. CONTRACTOR is contracting to provide lighting and HVAC Controls Retrofit ("Project").

C. DISTRICT desires that the CONTRACTOR design and complete the Project in accordance with the terms and conditions of this Agreement and all contract documents incorporated herein.

D. CONTRACTOR is willing to complete the Project in accordance with the terms and conditions set forth in this Agreement and all contract documents incorporated herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt, and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required to complete the Project in strict accordance with the contract documents enumerated in Article 7 below, and set forth in Exhibit A attached hereto. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

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FOOTHILL INTERMEDIATE SCHOOL
LIGHTING AND HVAC CONTROLS RETROFIT

ARTICLE 2 - TIME OF COMPLETION:

CONTRACTOR shall have One Hundred Twenty (120) calendar days from the notice to proceed to complete the work, anticipated notice to proceed to occur about _____.

Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall commence all work as specified in the Notice to Proceed, as well as the Project Schedule, and shall diligently schedule, execute and fully complete the required work in accordance with the current Project Schedule and within the time period specified in the Notice to Proceed.

In case of delays to Project completion by strikes, by lockouts, by fire, by embargoes, by earthquake, by acts of war or God, or by any other cause beyond the reasonable control of DISTRICT and/or CONTRACTOR, then neither DISTRICT nor CONTRACTOR will be entitled to any damages, restitution or compensation, additional or otherwise, from the other for such delays. For any other delays, unless caused solely by DISTRICT, CONTRACTOR shall not be entitled to an extension of time.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of One Thousand Dollars (\$1,000.00) per calendar day for each and every day of delay beyond the time set for completion of the Project as liquidated damages and not as a penalty or forfeiture. CONTRACTOR shall pay a percentage of the liquidated commensurate with the CONTRACTOR's responsibility for each calendar day of delay as determined by the Construction Manager and the DISTRICT in completing the work within the stipulated time as a result of: (a) the CONTRACTOR's failure to complete the Contract within the time specified in the Notice to Proceed and/or; (b) the CONTRACTOR's failure to complete the Contract in accordance with the Project Schedule. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due to the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of **ONE HUNDRED FORTY THOUSAND THREE HUNDRED FIFTEEN DOLLARS (\$140,315.00)**, said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without written agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

FOOTHILL INTERMEDIATE SCHOOL
LIGHTING AND HVAC CONTROLS RETROFIT

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, Construction Manager, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (c) Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of the CONTRACTOR (or any person hired or employed directly or indirectly by the CONTRACTOR) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.
- (d) In any legal or equitable action or proceeding, including arbitration and mediation, and other litigation, brought either to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred therein, including expert witness fees and costs.

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FOOTHILL INTERMEDIATE SCHOOL
LIGHTING AND HVAC CONTROLS RETROFIT

CONTRACTOR, at its 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, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in 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 the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids	Guarantee
Instructions to Bidders	Workers'
Additive/Deductive Bid Alternates	Compensation/Employers Liability
Pre-Qualification Requirements	Endorsement
Designation of Subcontractors	General Liability Endorsement
Non-Collusion Affidavit	Automobile Liability Endorsement
Acknowledgement of Project	Contractor's Certificate Regarding
Schedule	Drug-Free Workplace
Bid Guarantee Form	Contractor's Certificate Regarding
Bid Bond	Alcohol and Tobacco
Bid Form	Contractor Certification Regarding
Contractor's Certificate Regarding	Background Checks
Worker's Compensation	References
Acknowledgment of Bidding	General Conditions
Practices Regarding Indemnity	Specifications
Agreement	Project Schedule
Payment Bond	All Addenda as Issued
Performance Bond	Drawings (if applicable)

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following Labor Code sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

FOOTHILL INTERMEDIATE SCHOOL
LIGHTING AND HVAC CONTROLS RETROFIT

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project the legally-required contractor's license classification for the specific Bid Package, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

DISTRICT

CONTRACTOR

By: _____

Typed or Printed Name

By: Gay Todd, Superintendent

Title

Dated: 6/25/13

Signature

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RESOLUTION No. 2012-13/40

**BEFORE THE BOARD OF TRUSTEES
OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

**RESOLUTION ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING
THE LINDHURST HIGH SCHOOL ACCESS PROJECT**

WHEREAS, the Marysville Joint Unified School District (the "District") is a public school district organized and existing under the laws of the State of California; and

WHEREAS, the District is the lead agency under the California Environmental Quality Act ("CEQA") for the Lindhurst High School Access Project ("Project"); and

WHEREAS, the District has selected, as the most suitable site for the Project, real property located from 4347 Evelyn Drive to the existing Lindhurst High School located at 4446 Olive Avenue (the "Property"); and

WHEREAS, the District has prepared an Initial Study and Proposed Mitigated Negative Declaration for the Project in compliance with the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines; and

WHEREAS, The IS/MND was completed and filed with the County Clerk's office on May 9, 2013; and

WHEREAS, notice that the District proposed to adopt a Mitigated Negative Declaration for the Project was provided to the public on May 9, 2013 by publication of such a notice in a newspaper of general circulation within the District, prior to the date on which the Mitigated Negative Declaration was scheduled for adoption. The 30-day public review period was from May 9, 2013 through June 8, 2013.

WHEREAS, the Initial Study identified potentially significant effects which the Project could have but the District agreed to mitigation measures before the proposed Mitigated Negative Declaration was released for public review, which will avoid the effects or mitigate the effects to a point where no significant impacts will occur; and

WHEREAS, no comments were received from the public in response to the proposed Mitigated Negative Declaration; and

WHEREAS, there is no substantial evidence before the Board of Trustees that the Project may have a significant effect on the environment; and

WHEREAS, the District has prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project; and

WHEREAS, this Board conducted a public hearing on the Project in accordance with law on June 25, 2013; and

WHEREAS, it is in the best interest of the District to proceed with approval of the Project; and

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WHEREAS, the use of the Property is consistent with the County of Yuba General Plan and Zoning Ordinances; and

WHEREAS, the Project proposes the development of a bicycle, pedestrian, maintenance, and emergency access way from 4347 Evelyn Drive to the existing Lindhurst High School located at 4446 Olive Avenue. The project description is fully set forth in the IS/MND; and

WHEREAS, the District is subject to numerous State requirements and State oversight regarding construction on District school sites, which are designed to ensure that school construction projects are safe and promote the public interest, and the District will obtain State approval for the Project as required by applicable law; and

WHEREAS, upon approval of this Resolution, the District shall be authorized to proceed with the Project in accordance with the substantive provisions set forth herein.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT FINDS, DECLARES, AND RESOLVES AS FOLLOWS:

SECTION 1. The Board of Education adopts the foregoing recitals as true and correct.

SECTION 2. The Board of Trustees hereby finds that the Initial Study and Mitigated Negative Declaration reflect the independent judgment of the District as Lead Agency for the Project.

SECTION 3. The Board of Trustees hereby finds that the Initial Study and Mitigated Negative Declaration have been completed in compliance with CEQA; and that the Board of Trustees has independently reviewed and considered the Initial Study and Proposed Mitigated Negative Declaration, prior to adopting the Mitigated Negative Declaration and approving the Project.

SECTION 4. The Board of Trustees, on the basis of the Initial Study, finds there is no substantial evidence the Project may have a significant effect on the environment.

SECTION 5. The Board of Trustees hereby confirms that the mitigation measures listed in the Initial Study and Proposed Mitigated Negative Declaration have been incorporated into the Project, adopts the Mitigation Monitoring and Reporting Program, and adopts a Mitigated Negative Declaration for the Project.

SECTION 6. The Lindhurst High School Access Project is hereby approved and District staff is authorized and directed to cause a Notice of Determination concerning the adoption of the MND for the Project to be filed in the office of the Yuba County Clerk in accordance with CEQA and the State CEQA Guidelines. District staff are further authorized and directed to take all steps necessary or convenient to proceed with the Project in accordance with the MND, the MMRP, and the terms of this Resolution, but subject to receiving final approval of the Project from the California Department of Education.

SECTION 7. The Superintendent or her designees are directed to take such further actions as may be necessary and appropriate to carry out the intent of this Resolution.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

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The foregoing Resolution was adopted by the Board of Trustees of the Marysville Joint Unified School District at a public hearing of the Board on June 25, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Jeff Boom
President to Board of Trustees

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SIDE LETTER AGREEMENT
Between the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
MARYSVILLE UNIFIED TEACHERS ASSOCIATION
Regarding
TRANSITIONAL KINDERGARTEN

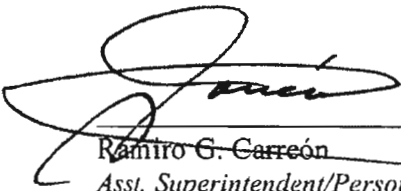
The Marysville Joint Unified School District ("District") and the Marysville Unified Teachers Association ("MUTA") reached a "Side Letter Agreement" ("Agreement") on June 5, 2013, regarding Transitional Kindergarten ("TK") and the implementation of TK strategies commencing with the 2013-14 school year.

All provisions in the current Collective Bargaining Agreement ("CBA") shall apply to all certificated employees rendering service as TK teachers, including but not limited to, Work Year, Hours of Employment, Instructional Day, and Class Size. In addition, the parties agree to the following provisions as part of this Agreement. These provisions, however, shall not be incorporated into the CBA, and shall remain in effect unless the parties terminate or modify this Agreement, or the TK program is canceled.

- ❖ The District may create TK centers, in an effort to accommodate multi-school TK applicants.
- ❖ TK teachers shall be provided teaching support in the form of one (1) three-point-five-hour (3.5) paraprofessional. The paraprofessional shall be employed by the District in accordance with normal hiring practices.
- ❖ In the event the District determines enrollment at a TK center is too high, the District may create another TK center, depending on the number of applicants, OR create a TK/K combination class(es) at any of its elementary schools.
- ❖ If a TK/K combination class is created, a 3.5-hour paraprofessional shall be employed to support instruction, as soon as one (1) or more TK student enrolls and begins attending the TK/K class.
- ❖ TK daily instructional minutes at TK centers shall be one hundred ninety (190) minutes.

- ❖ TK students in newly-created TK/K combination classes shall attend school for the same daily instructional minutes, as regular kindergarten students in said classes.
- ❖ Given the 190-minute instructional day, the TK teacher will provide forty-five (45) minutes of instructional support to the K-3 primary program as determined, in collaboration with the school principal.
- ❖ The District shall provide separate and/or modified curriculum materials for TK instruction.

For the District:

 6/5/2013
 Ramiro G. Carreón Date
 Asst. Superintendent/Personnel Services

For MUTA:

 6-5-13
 Inge Schlusser Date
 Vice President, MUTA

**PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Marysville Joint Unified School District
Name of Bargaining Unit: MUTA / CSEA #326
Certificated, Classified, Other: Certificated / Classified

The proposed agreement covers the period beginning: July 1, 2012 and ending: June 30, 2014
(date) (date)

The Governing Board will act upon this agreement on: June 25, 2013
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement 2012-13 3rd Interim	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) 2012-13	Year 2 Increase/(Decrease) 2013-14	Year 3 Increase/(Decrease) N/A
1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 23,769,310	\$ -	\$ 91,004	
		0.00%	.4%	
2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
Description of Other Compensation Estimate 14 Paraeducators 3.5/hours/day @ 16,500 each (salaries & benefits)			\$ 231,000	
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 8,909,751		\$ 38,996	
		0.00%	.4%	
4 Health/Welfare Benefits				
5 Total Compensation - Add Items 1 through 4 to equal 5	\$ 32,679,061	\$ -	\$ 361,000	
		0.00%	1.1%	
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Line No. 1.				
7 Total Number of Represented Employees (Use FTEs if appropriate)	401.00			
8 Total Compensation - Average Cost per Employee (Teachers only)	\$ 81,494	\$ -	\$ 65,000	

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Public Disclosure of Proposed Collective Bargaining Agreement

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District agrees to implement TK strategies in 2013/14 by creating two TK centers with one TK certificated teacher at each center. There is no cost involved in 2012/13. There is increased cost of \$130,000 for 2 TK teachers in 2013/14.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

The District estimates 14 additional paraeducators will be needed to support teachers of TK students. The estimated cost is \$16,500 each for a total of \$231,000 in 2013/14.

11. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

The TK program remains in effect unless the parties terminate or modify the Agreement, or the TK program is canceled.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A

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Public Disclosure of Proposed Collective Bargaining Agreement

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The District anticipates a level of deficit spending, however, the District has sufficient fund balance for the revised TK program and anticipates future funding increases from revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement

1. Current Year

The District plans to use a portion of its unappropriated fund balance to fund the proposed agreement in 2013/14.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The District has sufficient fund balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula.

Public Disclosure of Proposed Collective Bargaining Agreement

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit:

MUTA / CSEA #326

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 4/30/13)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 44,402,868	\$ -	\$ -	\$ 44,402,868
Remaining Revenues (8100-8799)	\$ 9,794,589	\$ -	\$ -	\$ 9,794,589
TOTAL REVENUES	\$ 54,197,457	\$ -	\$ -	\$ 54,197,457
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 26,871,614	\$ -	\$ -	\$ 26,871,614
Classified Salaries (2000-2999)	\$ 6,026,453	\$ -	\$ -	\$ 6,026,453
Employee Benefits (3000-3999)	\$ 10,366,048	\$ -	\$ -	\$ 10,366,048
Books and Supplies (4000-4999)	\$ 1,207,616	\$ -	\$ -	\$ 1,207,616
Services, Other Operating Expenses (5000-5999)	\$ 5,047,139	\$ -	\$ -	\$ 5,047,139
Capital Outlay (6000-6599)	\$ 252,750	\$ -	\$ -	\$ 252,750
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (1,411,662)	\$ -	\$ -	\$ (1,411,662)
TOTAL EXPENDITURES	\$ 48,359,958	\$ -	\$ -	\$ 48,359,958
OPERATING SURPLUS (DEFICIT)	\$ 5,837,499	\$ -	\$ -	\$ 5,837,499
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 433,391	\$ -	\$ -	\$ 433,391
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (7,353,348)	\$ -	\$ -	\$ (7,353,348)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,082,458)	\$ *	\$ -	\$ (1,082,458)
BEGINNING FUND BALANCE	\$ 9,350,796			\$ 9,350,796
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 8,268,338	\$ -	\$ -	\$ 8,268,338
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 479,291	\$ -	\$ -	\$ 479,291
Reserved for Economic Uncertainties (9770)	\$ 2,404,259	\$ -	\$ -	\$ 2,404,259
Designated Amounts (9775-9780)	\$ 271,346	\$ -	\$ -	\$ 271,346
Unappropriated Amount (9790)	\$ 5,113,442	\$ -	\$ -	\$ 5,113,442

* Please see question #5 on page 7.

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Public Disclosure of Proposed Collective Bargaining Agreement

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:

Restricted General Fund

MUTA / CSEA #326

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 4/30/13)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 2,147,690	\$ -	\$ -	\$ 2,147,690
Remaining Revenues (8100-8799)	\$ 21,082,510	\$ -	\$ -	\$ 21,082,510
TOTAL REVENUES	\$ 23,230,200	\$ -	\$ -	\$ 23,230,200
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 8,150,037	\$ -	\$ -	\$ 8,150,037
Classified Salaries (2000-2999)	\$ 6,740,138	\$ -	\$ -	\$ 6,740,138
Employee Benefits (3000-3999)	\$ 5,338,714	\$ -	\$ -	\$ 5,338,714
Books and Supplies (4000-4999)	\$ 4,933,117	\$ -	\$ -	\$ 4,933,117
Services, Other Operating Expenses (5000-5999)	\$ 4,339,018	\$ -	\$ -	\$ 4,339,018
Capital Outlay (6000-6599)	\$ 130,717	\$ -	\$ -	\$ 130,717
Other Outgo (7100-7299) (7400-7499)	\$ 1,582,864	\$ -	\$ -	\$ 1,582,864
Direct Support/Indirect Cost (7300-7399)	\$ 547,607	\$ -	\$ -	\$ 547,607
TOTAL EXPENDITURES	\$ 31,762,212	\$ -	\$ -	\$ 31,762,212
OPERATING SURPLUS (DEFICIT)	\$ (8,532,012)	\$ -	\$ -	\$ (8,532,012)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 19,788	\$ -	\$ -	\$ 19,788
CONTRIBUTIONS (8980-8999)	\$ 7,353,348	\$ -	\$ -	\$ 7,353,348
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,198,452)	\$ *	\$ -	\$ (1,198,452)
BEGINNING FUND BALANCE	\$ 1,941,441			\$ 1,941,441
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 742,989	\$ -	\$ -	\$ 742,989
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ 742,989	\$ -	\$ -	\$ 742,989

* Please see question #5 on page 7.

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H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund
MUTA / CSEA #326

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 4/30/13)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 46,550,558	\$ -	\$ -	\$ 46,550,558
Remaining Revenues (8100-8799)	\$ 30,877,099	\$ -	\$ -	\$ 30,877,099
TOTAL REVENUES	\$ 77,427,657	\$ -	\$ -	\$ 77,427,657
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 35,021,651	\$ -	\$ -	\$ 35,021,651
Classified Salaries (2000-2999)	\$ 12,766,591	\$ -	\$ -	\$ 12,766,591
Employee Benefits (3000-3999)	\$ 15,704,762	\$ -	\$ -	\$ 15,704,762
Books and Supplies (4000-4999)	\$ 6,140,733	\$ -	\$ -	\$ 6,140,733
Services, Other Operating Expenses (5000-5999)	\$ 9,386,157	\$ -	\$ -	\$ 9,386,157
Capital Outlay (6000-6599)	\$ 383,467	\$ -	\$ -	\$ 383,467
Other Outgo (7100-7299) (7400-7499)	\$ 1,582,864	\$ -	\$ -	\$ 1,582,864
Direct Support/Indirect Cost (7300-7399)	\$ (864,055)	\$ -	\$ -	\$ (864,055)
TOTAL EXPENDITURES	\$ 80,122,170	\$ -	\$ -	\$ 80,122,170
OPERATING SURPLUS (DEFICIT)	\$ (2,694,513)	\$ -	\$ -	\$ (2,694,513)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 433,391	\$ -	\$ -	\$ 433,391
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 19,788	\$ -	\$ -	\$ 19,788
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (2,280,910)	\$ *	\$ -	\$ (2,280,910)
BEGINNING FUND BALANCE	\$ 11,292,237			\$ 11,292,237
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
ENDING FUND BALANCE	\$ 9,011,327	\$ -	\$ -	\$ 9,011,327
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 479,291	\$ -	\$ -	\$ 479,291
Reserved for Economic Uncertainties (9770)	\$ 2,404,259	\$ -	\$ -	\$ 2,404,259
Designated Amounts (9775-9780)	\$ 271,346	\$ -	\$ -	\$ 271,346
Unappropriated Amount - Unrestricted (9790)	\$ 5,113,442	\$ -	\$ -	\$ 5,113,442
Unappropriated Amount - Restricted (9790)	\$ 742,989	\$ -	\$ -	\$ 742,989
Reserve for Economic Uncertainties Percentage	9.38%			9.38%

* Please see question #5 on page 7.

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Public Disclosure of Proposed Collective Bargaining Agreement

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Bargaining Unit:

MUTA/CSEA #326

	FY 2012-13	FY 2013-14	FY 2014-15
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 46,550,558	\$ 47,865,598	\$ 48,951,021
Remaining Revenues (8100-8799)	\$ 30,877,099	\$ 27,233,364	\$ 27,264,447
TOTAL REVENUES	\$ 77,427,657	\$ 75,098,962	\$ 76,215,468
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 35,021,651	\$ 32,356,895	\$ 32,724,427
Classified Salaries (2000-2999)	\$ 12,766,591	\$ 12,833,094	\$ 12,898,960
Employee Benefits (3000-3999)	\$ 15,704,762	\$ 15,140,797	\$ 15,164,474
Books and Supplies (4000-4999)	\$ 6,140,733	\$ 5,623,801	\$ 5,649,700
Services, Other Operating Expenses (5000-5999)	\$ 9,386,157	\$ 9,651,482	\$ 9,119,057
Capital Outlay (6000-6999)	\$ 383,467	\$ 100,000	\$ 100,000
Other Outgo (7100-7299) (7400-7499)	\$ 1,582,864	\$ 1,618,107	\$ 1,618,107
Direct Support/Indirect Cost (7300-7399)	\$ (864,055)	\$ (1,972,653)	\$ (1,672,654)
TOTAL EXPENDITURES	\$ 80,122,170	\$ 75,351,523	\$ 75,602,071
OPERATING SURPLUS (DEFICIT)	\$ (2,694,513)	\$ (252,561)	\$ 613,397
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 433,391	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 19,788	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (2,280,910)	\$ (252,561)	\$ 613,397
BEGINNING FUND BALANCE	\$ 11,292,237	\$ 9,011,327	\$ 8,758,766
ENDING FUND BALANCE	\$ 9,011,327	\$ 8,758,766	\$ 9,372,163
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$ 479,291	\$ 455,000	\$ 455,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 2,404,259	\$ 2,260,546	\$ 2,268,062
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 271,346	\$ 437,749	\$ 437,749
Unappropriated Amounts - Unrestricted (9790)	\$ 5,113,442	\$ 5,605,471	\$ 6,211,352
Unappropriated Amounts - Restricted (9790)	\$ 742,989	\$ -	\$ -

Public Disclosure of Proposed Collective Bargaining Agreement

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Mandated Reserve Standard

		Current FY 2012-13	First Subsequent FY 2013-14	Second Subsequent FY 2014-15
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 80,141,958	\$ 75,351,523	\$ 75,602,071
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a times Line b. OR \$50,000	\$ 2,404,259	\$ 2,260,546	\$ 2,268,062

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 2,404,259	\$ 2,260,546	\$ 2,268,062
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 5,113,442	\$ 5,605,471	\$ 6,211,352
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 7,517,701	\$ 7,866,017	\$ 8,479,414
h.	Reserve for Economic Uncertainties Percentage	9.38%	10.44%	11.22%

3. Do unrestricted reserves meet the state minimum reserve amount?

Current FY 2012-13

Yes

☒

No

☐

First Subsequent FY 2013-14

Yes

☒

No

☐

Second Subsequent FY 2014-15

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

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Public Disclosure of Proposed Collective Bargaining Agreement

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

No Variance

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

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Public Disclosure of Proposed Collective Bargaining Agreement

K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

(a) Current Year Base Revenue Limit (BRL) per ADA:	<u>\$ 6,712.87</u> (Estimated)
(b) Prior Year Base Revenue Limit (BRL) per ADA	<u>\$ 6,500.87</u> (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	<u>\$ 212.00</u>
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	<u>3.26%</u>
(e) Change in Deficit % from PY to CY: (Enter as a %)	<u>-3.26%</u>
(f) Percentage Increase in BRL after deficit:	<u>0.00%</u>
(g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1)	<u>0.00%</u>

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L. CERTIFICATION FORM NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent fiscal years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. Absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board, however, it does not prevent them from taking action on the agreement.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and MUTA.

Board Actions

The board actions necessary to meet the costs of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

**Budget Adjustment
Increase (Decrease)**

Revenues/Other Financing Sources

\$ _____

Expenditures/Other Financing Uses

\$ 361,000

Ending Fund Balance Increase (Decrease)

\$ (361,000)

Subsequent Years

Budget Adjustment Categories:

**Budget Adjustment
Increase (Decrease)**

Revenues/Other Financing Sources

\$ _____

Expenditures/Other Financing Uses

\$ 361,000

Ending Fund Balance Increase (Decrease)

\$ (361,000)

Budget Revisions

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Certifications (check one & sign)

☒ I hereby certify ☐ I am unable to certify




District Superintendent
(Signature)

6-14-13

Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)

6/13/13

Date

Special Note: The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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Public Disclosure of Proposed Collective Bargaining Agreement

M. CERTIFICATION FORM NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.



District Superintendent (or Designee)
(Signature)

6-14-13

Date

Mark Allgire, Assistant Superintendent, Business Services

Contact Person

530-749-6115

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on 6/25/13, took action to approve the proposed side letter with MUTA.

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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