

## SchoolWorks, Inc.

6815 Fair Oaks Blvd. #3  
Carmichael, CA 95608  
Ph: (916) 733-0402  
www.SchoolWorksGIS.com



# GIS & Demographics Annual Services Agreement

October 1, 2015-September 30, 2016

Prepared for: Gay Todd, Ed.D. Superintendent  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

Prepared by: Brett H Merrick  
Vice President

## Description

Thank you for the opportunity to present this Professional Services Proposal for a GIS and Demographics Annual Services update. This proposal provides a general overview of our services and a cost summary. We appreciate the opportunity to continue serving the Marysville Joint Unified School District.

## GIS Facility Planning Software Update

GIS is a tool often used by school districts seeking innovative ways to solve their facility planning problems. GIS stores information about the district as a collection of layers that can be linked together by a common locational component such as student address or school of residence. This powerful program provides your district with the ability to visualize, explore, query and analyze large complex data files and uncover past and future trends that give us an insight on the direction your district may take in the future.

## Proposed Cost & Terms

SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. Marysville Joint Unified School District is authorized to enter into this agreement by Government Code 53060.

### SERVICES

Geocode 2015/16 Enrollment	
Analyze Student Demographics	
Update Enrollment Projections	
Facility Utilization Analysis	
New Housing Impacts and Yield Rate Study	
Present Final Demographic Study	
Update SchoolWorks GIS Facility Planning Software	
One (1) Board Presentation (Demographic Study)	
Unlimited Telephone technical Support	
School Locator Maintenance	
<b>COST</b>	<b>\$5,500.00</b>

If SchoolWorks presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the district will be billed at \$140 per hour, plus travel time and expenses.

## Payment Schedule

The Annual Services may be billed in one or two payments. If one payment is selected, it will be billed upon completion and delivery of the Demographic Study. If two payments are selected, they will be billed in November 2015 and May 2016. Please select your billing preference below:

☐ One Payment

☐ Two Payments

The amount of each billing is due within thirty days of the date of the invoice. A late fee of five percent (5%) of the invoice amount will be charged if the amount due is not paid within sixty days of the date of the invoice.

**Marysville Joint Unified School District**

**SchoolWorks, Inc.**

\_\_\_\_\_  
**Signature**

  
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

Ken Reynolds  
\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

President - SchoolWorks, Inc.  
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

July 21, 2015  
\_\_\_\_\_  
**Date**



**CONTRACT SERVICES AGREEMENT**  
(SchoolWorks – GIS and Demographic Services)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 11<sup>th</sup> day of August, 2015 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and SchoolWorks, Inc., a California Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

**I. ENGAGEMENT TERMS**

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

1.2 **TERM:** This Agreement shall have a term of One Year commencing from October 1, 2015 and concluding September 30, 2015. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.

1.3 **COMPENSATION:**

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

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of FIVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$5,500.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR in two increments as the Work is completed (to be billed in November 2015 and May 2015). For each increment, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30)

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

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

## II. PERFORMANCE OF AGREEMENT

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

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

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

### III. INSURANCE

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

- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

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



- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

## V. TERMINATION

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

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 *et seq.*) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

6.4 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

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

**CONTRACTOR:**

SchoolWorks, Inc.  
6815 Fair Oaks Blvd, #3  
Carmichael, CA 95608  
Attn: Ken Reynolds, President  
Phone: (916) 733-0402  
Email: ken@schoolworksgis.com

**DISTRICT:**

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Phone: (530) 749-6114  
Fax: (530) 742-0573

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

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


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

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

MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:

By: \_\_\_\_\_  
Gay Todd, Superintendent

SCHOOLWORKS, INC.:

By:  \_\_\_\_\_

Name: Ken Reynolds

Title: President

## **EXHIBIT A**

### **Scope of Work**

#### **Update Enrollment Projections 2015/16**

The enrollment projections are processed by counting and analyzing the number of students in each attendance boundary by grade level for each of the last four years. A cohort survival method is then used to project the number of students for up to ten years in the future. An adjustment is made for inter and intra district transfer students based on historical data to calculate the projected enrollments for each school. There are also augmentations made to account for the new housing developments within each school boundary and to adjust the projected kindergarten enrollment based on birth statistics. The enrollment projections are presented both by school and for the entire district.

#### **Neighborhood School Attendance Area Analysis**

Each school attendance boundary will be input into our GIS system. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra district transfers from within the district boundary, as well as inter district transfers from neighboring school districts.

#### **Housing Development and Yield Rate Study**

New housing development can have a significant impact on future facility and demographic planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data.

#### **Facility Planning and Utilization**

By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are overcrowded or which school sites may need to be considered for boundary changes or grade level reconfiguration.

#### **GIS Facility Planning Software Update**

GIS is a tool often used by school districts seeking innovative ways to solve their facility planning problems. GIS stores information about the district as a collection of layers that can be linked together by a common locational component such as student address or school of residence. This powerful program provides your district with the ability to visualize, explore, query and analyze large complex data files and uncover past and future trends that give us an insight on the direction your district may take in the future.

#### **Proposed Cost & Terms**

SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated.

Marysville Joint Unified School District is authorized to enter into this agreement by Government Code 53060.

**Services:**

- Geocode 2015/16 Enrollment
- Analyze Student Demographics
- Update Enrollment Projections
- Facility Utilization Analysis
- New Housing Impacts and Yield Rate Study
- Present Final Demographic Study
- Update SchoolWorks GIS Facility Planning Software
- One (1) Board Presentation (Demographic Study)
- Unlimited Telephone technical Support
- School Locator Maintenance

**COST: \$5,500.00**

If SchoolWorks presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the district will be billed at \$140 per hour, plus travel time and expenses.



**Marysville Joint Unified School District  
1919 B Street, Marysville, California 95901  
Purchasing Department**

**PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000**

**THIS CONTRACT** made and entered into on July 1, 2015 by

and between American Chiller Service Inc., hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions set forth in Attachment B** hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

Three Thousand Five Hundred Thirty and no /100 Dollars (\$3,530.00)

**(MAY NOT EXCEED \$15,000)** to be paid in full within thirty (30) days after completion and acceptance.

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C20 (add applicable to trade) (Example = **C20 HVAC; C38 Refrigeration**). (Check contractor license classification appropriateness at:  
<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>  
and contractor license status at:  
<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
  - **Refer to Exhibit A, attached hereto (attached proposal or quote as Exhibit A must state at prevailing wage for all services \$1K or over but under \$15K)**





### NONCOLLUSION AFFIDAVIT

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

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

#### Noncollusion Affidavit

Attachment B - Terms and Conditions (5 pages)  
Attachment D - Criminal/Fingerprinting Certification  
Attachment E - Prevailing Wage/Labor Compliance  
Attachment G - Proof of Registration with DIR  
Attachment I - W-9

Attachment A - Contractor Certification  
Attachment C - Workers' Compensation Certificate(s)  
School Safety Act Provisions  
Attachment F - Form 590  
Attachment H - Certificates of Insurance (COI/AI)  
Exhibit A - Scope/Work Specifications

#### TYPE OF BUSINESS ENTITY

☐ Individual  
☐ Sole Proprietorship  
☒ Partnership  
☒ Corporation  
☐ Other

#### TAX IDENTIFICATION

68-0214440  
Employer Identification Number

License No: 605046 Classification: C20 Expiration Date: 10/31/2016

(District Use Only: License verified by [Signature] Date: 7/22/2015  
Fill in at time of preparation - District Staff

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above has been convicted of a felony as defined in Education Code 45122.1

Service Provider Name and address: American Chiller Service, Inc.

Print Name of Providers Authorized Signature Name and Title: Ken Putman - Branch Manager  
Authorized Signature: [Signature] Date: 7/27/15 Email: kenp@americanchiller.com

Accepted by District: \_\_\_\_\_

Date: 08/11/2015

**Dr. Gay Todd, Superintendent of Schools**

Board Approval Date  
Verbal Approved 06/25/2015



**Marysville Joint Unified School District**

**ATTACHMENT A – CONTRACTOR CERTIFICATION FORM**  
**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name of Service Provider(s) employee(s):

1. Geoff Velguth
2. Mark Ridder
3. Anthony Dorough

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: 7/27/15

**American Chiller Service, Inc**  
(Service Providers Company Name)

Ken P... (Service Providers Signature)

Branch manager (Title)

(Complete only if pertinent)



## Marysville Joint Unified School District

### **ATTACHMENT B** **TERMS AND CONDITIONS**

**WAGE RATES:** Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site ([www.dir.ca.gov](http://www.dir.ca.gov)).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

Pursuant to Labor Code §1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code §1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

Contractor shall be responsible for complying with the provisions California Labor Code beginning with Section 1720, and the regulations of the Department of Industrial Relations, including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate. Contractor shall work with the Compliance Monitoring Unit to ensure the full compliance with the Department of Industrial Relations and applicable labor law.

**ARTICLE 2. APPRENTICES:** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall



## Marysville Joint Unified School District

be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint



## Marysville Joint Unified School District

apprenticeship committee under this section are subject to Labor Code Section 3081.

**ARTICLE 3. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to District.

**ARTICLE 4. SUBCONTRACTING:** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

**ARTICLE 5. ASSIGNMENT:** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

**ARTICLE 6. WORKERS' COMPENSATION INSURANCE:** The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

**ARTICLE 7. PROOF OF INSURANCE:** Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and

the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000; Medical Expense (per person) \$5,000. \*Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

**ARTICLE 8. INDEMNIFICATION:** District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it's determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

**ARTICLE 9. MATERIALS:** Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

**ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**ARTICLE 11. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear,





## Marysville Joint Unified School District

unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

**ARTICLE 12. PROTECTION OF WORK AND PROPERTY:** The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

**ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT:** If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

### **ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT**

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District

Representative. Failure to comply with the Permit is in violation of federal and state law.

**ARTICLE 15. CLEAN UP:** Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

**ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

**ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET:** If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

### **ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:**

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the



## Marysville Joint Unified School District

Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

**ARTICLE 19. CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

**ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim

remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

**ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY:** All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS  
DATED 7/2/15

consisting of Article 1 through Article 21

(Add date of signing by contractor)



**Marysville Joint Unified School District**

**ATTACHMENT C**  
**CONTRACTOR'S CERTIFICATE REGARDING**  
**WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

*Ken Putman*

Service Providers Signature, Contractor's Authorize Representative

*Ken Putman*

Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)





**Marysville Joint Unified School District**

**ATTACHMENT D**

This Criminal Background - Fingerprinting Certification form **must** be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

**CRIMINAL BACKGROUND  
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

**PROJECT NAME OR CONTRACT NO.: Lindhurst High School Chillers**  
between the Marysville Joint Unified School District ("District" or "Owner") and **American Chiller Service, Inc.**

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

☐ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Service Providers/Contractors Company Name: American Chiller Service, Inc

Title: Branch manager

☐ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.



**Marysville Joint Unified School District**

**ATTACHMENT D Continued:**

**SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS**

\_\_\_\_ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

\_\_\_\_ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

\_\_\_\_ Installation of physical barrier at the work site to limit contact with pupils.

\_\_\_\_ Surveillance of employees of the Contractor by school personnel.

\_\_\_\_ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Service Providers Supervisor's Name: \_\_\_\_\_

Tax Id number (if applicable – do not include SS#'s): \_\_\_\_\_

\_\_\_\_ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

\_\_\_\_ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of District Official responsible for assuring selected conditions is met in accordance with Education Code Section 45125.2, if applicable. **Fill in at time of preparation - District Staff Only Signature Above.**

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

(Remainder of the page left blank intentionally)

NO STUDENTS ON SITE



**Marysville Joint Unified School District**

**ATTACHMENT E**

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Lindhurst High School  
Marysville Joint Unified School District (the "District" or the "Owner") and American Chiller Service, Inc.

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: 7/27/15  
Proper Name of Contractor: American Chiller Service  
Signature: Ken Putman  
Print Name: Ken Putman  
Title: Branch manager

(Remainder of the page left blank intentionally)

**SCHEDULE OF THE PRELIMINARY ENTITLEMENTS AND ELIGIBILITY**  
**TITLE III, PART A, IMMIGRANT**  
**NO CHILD LEFT BEHIND ACT OF 2001**  
**FISCAL YEAR 2015-16**

**\*\* PLEASE NOTE\*\*** The 2015-16 Preliminary Entitlement amounts do not consider upcoming changes in data, including: 1) the 2015-16 "Application for Funding" election in the Consolidation Application and Reporting System (CARS) for reports filed after July 1, 2015, 2) district reorganizations, or 3) funding for new or significantly expanding charter schools. Revisions to entitlements will be posted as additional data becomes available.

Funds will not be apportioned to Local Educational Agencies (LEA) until both of the following criteria are met. 1) An application is submitted via Consolidated Application and Reporting System (CARS) and 2) the SBE approval of an LEA plan.

County	CDS	CharterNumber	LEA Name	Preliminary IM Entitlement
Ventura	56738740000000		Oak Park Unified	\$7,615
Ventura	56739400000000		Moorpark Unified	\$0
Ventura	56739400121426	1202	IvyTech Charter	\$0
Ventura	56768280000000		Santa Paula Unified	\$4,750
Yolo	57105790000000		Yolo County Office of Education	\$0
Yolo	57726780000000		Davis Joint Unified	\$26,087
Yolo	57726860000000		Esposito Unified	\$2,186
Yolo	57726940000000		Washington Unified	\$9,274
Yolo	57726940115329	0907	West Sacramento Early College Prep Charter	\$0
Yolo	57726940124875	1338	Sacramento Valley Charter	\$0
Yolo	57727020000000		Winters Joint Unified	\$2,036
Yolo	57727100000000		Woodland Joint Unified	\$12,591
Yuba	58105870000000		Yuba County Office of Education	\$0
Yuba	58105870117242	0990	Yuba Environmental Science Charter Academy	\$226
Yuba	58727280000000		Camptonville Elementary	\$0
Yuba	58727286115935	0165	Camptonville Academy	\$0
Yuba	58727360000000		Marysville Joint Unified	\$4,901
Yuba	58727360121632	1182	Paragon Collegiate Academy	\$0
Yuba	58727440000000		Plumas Lake Elementary	\$3,016
Yuba	58727510000000		Wheatland	\$3,921
Yuba	58727690000000		Wheatland Union High	\$0
<b>Total</b>				<b>\$76,603</b>

California Department of Education  
School Fiscal Services Division  
July 13, 2015

PK

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Accounting/Payroll (103)</b>				
P16-00466	AT&T	15-16 DISTRICT PHONE SERVICE	01-5940-0000	260,000.00
P16-00467	P G AND E	15-16 DISTRICT WIDE ELECTRIC	01-5520-0000	2,000,000.00
P16-00472	Capital One Public Funding,LLC	ACCOUNTING/FY 15-16	01-7438-0240	37,982.81
			01-7439-0240	155,708.18
P16-00587	Peak-Ryzex Inc.	Maint. 2015-16 SY	01-5621-0000	1,728.00
			<b>Total Location</b>	<b>2,455,418.99</b>
<b>Location Arboga Elementary (01)</b>				
P16-00421	OFFICE DEPOT B S D	supplies for office	01-4300-1100	41.69
P16-00422	AMAZON.COM	MATERIALS FOR CAFE	01-4300-1100	204.23
P16-00423	Quality Planners	SCHOOL PLANNER	01-4300-1100	865.20
P16-00424	REALLY GOOD STUFF	2ND GRADE	01-4300-0003	318.25
P16-00425	EPIC SPORTS	sports	01-4300-1100	153.57
P16-00426	O2 Teach	MATERIALS FOR CLASSROOM	01-4300-1100	276.69
P16-00427	OFFICE DEPOT B S D	MATERIALS FOR OFFICE	01-4300-1100	55.89
P16-00539	PEOPLES EDUCATION	materials for program	01-4200-3010	1,105.04
P16-00553	WALKER'S OFFICE SUPPLIES	ARB Principal's Desk	01-4410-1100	823.45
P16-00602	CDW-GOVERNMENT, INC.	ARB Projector Install Items	01-4300-0000	243.94
P16-00603	OFFICE DEPOT B S D	ARB Projector Install Items	01-4300-0000	31.28
			<b>Total Location</b>	<b>4,119.23</b>
<b>Location Browns Valley Elementary (03)</b>				
P16-00450	TROXELL COMMUNICATIONS INC	BVS Chromebooks	01-4300-9010	4,776.53
<b>Location Business Services (106)</b>				
P16-00470	SCHOOLS INSURANCE GROUP-WC	Workers Compensation Notice 2015-2016	77-9506-	643,923.00
<b>Location Categorical (203)</b>				
P16-00328	GRANT-LINK	GRANT LINK	01-5801-3550	600.00
P16-00329	OFFICE DEPOT B S D	CATEGORICAL	01-4300-0003	1,750.00
			01-4300-3010	1,250.00
P16-00330	OFFICE DEPOT B S D	HOMELESS	01-4300-3010	500.00
			01-4300-5630	500.00

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

001 - Marysville Joint Unified School District

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Cartwright (KATHY), Jul 31 2015 12:01PM

E S C A P E

ONLINE

Page 1 of 14

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Categorical (203) (continued)</b>				
P16-00573	Inocente Izucar Galicia	HOMELESS PD PRESENTER	01-5801-5630	500.00
<b>Total Location</b>				<b>5,100.00</b>
<b>Location Cedar Lane Elementary (05)</b>				
P16-00355	NWN CORPORATION	CLE Ultra Short Throw Projector	01-4410-0004	1,225.50
P16-00514	OFFICE DEPOT B S D	CLE Teacher chair	01-4300-0004	624.05
<b>Total Location</b>				<b>1,849.55</b>
<b>Location Charter Academy For Fine Arts (42)</b>				
P16-00344	TRIUMPH LEARNING	Supplemental - Marks	09-4300-0000	1,379.32
P16-00345	TROXELL COMMUNICATIONS INC	MCAA Elmo	09-4410-0000	604.15
P16-00346	TROXELL COMMUNICATIONS INC	MCAA Chromebooks and Cart	09-4300-0004	22,045.50
			09-4410-0004	2,848.75
P16-00347	GOVCONNECTION, INC.	Thermal Printer	09-4300-0000	414.72
P16-00348	APPLE COMPUTER INC	MCAA Macbook Pro	09-4410-0000	2,041.43
P16-00351	AMAZON.COM	Supplies - Marks	09-4300-0000	51.83
P16-00352	J.W. PEPPER & SON, INC	Supplies - Marks	09-4300-0000	110.43
P16-00357	Heinemann	Supplemental - Marks	09-4300-0000	107.23
P16-00468	DRAMATIC PUBLISHING	Supplies - Marks	09-4300-0000	28.62
P16-00469	THE TREE HOUSE	MCAA Ink	09-4300-0000	792.06
P16-00491	LIFETRACK SERVICES, INC	Graduate Surveys	09-5801-0000	683.70
P16-00493	Follett School Solutions, Inc.	Textbooks - Duckels	09-4100-0000	1,757.33
P16-00515	ALL PRO SOUND	Supplies - Auditorium	09-4300-0000	429.99
P16-00517	DICK BLICK COMPANY	Supplies - Art	09-4300-0000	3,024.63
P16-00518	WESTERN ASSOC OF SCHOOLS	WASC Dues	09-5310-0000	870.00
<b>Total Location</b>				<b>37,189.69</b>
<b>Location Child Development (51)</b>				
P15-03592	SUN GRO HORTICULTURE	Kathy Woods	12-4300-5025	12,866.43
P16-00366	OFFICE DEPOT B S D	Preschool Open PO	12-4300-6105	8,800.00
P16-00367	OFFICE DEPOT B S D	CCTR Classroom Open PO	12-4300-9010	1,800.00
P16-00368	OFFICE DEPOT B S D	School Readiness Open PO	01-4300-9041	1,200.00
P16-00369	WAL-MART COMMUNITY BRC	PRESCHOOL SUPPLIES	12-4300-6105	14,000.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 2 of 14

30

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P16-00370	WAL-MART COMMUNITY BRC	School Readiness Health Clerk Supplies	01-4300-9041	950.00
P16-00371	WAL-MART COMMUNITY BRC	EMCC CHILD DEV/SUPPLIES	12-4300-5025	1,000.00
P16-00372	WAL-MART COMMUNITY BRC	CEDAR LANE SCHOOL READINESS	01-4300-9041	500.00
P16-00373	WAL-MART COMMUNITY BRC	ELLA SCHOOL READINESS	01-4300-9041	500.00
P16-00374	GAISER PETS	PRESCHOOL SUPPLIES	12-4300-6105	1,000.00
P16-00375	WAL-MART COMMUNITY BRC	CHILD DEV/MCC	12-4300-5025	500.00
P16-00376	WAL-MART COMMUNITY BRC	LINDA SCHOOL READINESS	01-4300-9041	500.00
P16-00438	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	PRESCHOOL SUPPLIES	12-4300-6105	3,500.00
P16-00439	Tahoe Pure	CHILD DEV/WATER SERVICE 2015-16	12-5801-6105	300.00
P16-00440	CALIF DEPART OF EDUCATION	Kathy Woods Supplies	12-4300-6105	108.07
P16-00443	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Preschool Rm C	12-4300-6105	11.58
P16-00444	KAPLAN SCHOOL SUPPLY	Covillaud Preschool Rm C	12-4300-6105	2,701.99
P16-00445	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Preschool Rm A Supplies	12-4410-6105	4,793.11
P16-00446	KAPLAN SCHOOL SUPPLY	Linda Pre 303 Supplies Isabel Martinez	12-4300-6105	96.70
P16-00447	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Preschool, RM 303	12-4300-6105	393.90
P16-00512	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Dobbins Preschool Supplies Rhonda Lococo	12-4300-6105	96.72
P16-00519	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Preschool Rm C	12-4300-6105	750.32
P16-00520	KAPLAN SCHOOL SUPPLY	Covillaud Preschool Rm C	12-4410-6105	1,716.76
P16-00567	AT&T	Child Development Ad	12-4300-6105	64.48
P16-00568	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Preschool Classroom Supplies	12-4300-6105	73.38
P16-00569	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Olivehurst Preschool Room A Kang	12-5890-6105	1,548.00
P16-00570	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Fridge for Covillaud Preschool Rm A	12-4300-6105	691.40
P16-00580	DISCOUNT SCHOOL SUPPLY	Covillaud Pre Rm A Griselda Madrid	12-4300-6105	289.14
P16-00581	DISCOUNT SCHOOL SUPPLY	Covillaud Pre Rm C Becky D'Agostini	12-4410-6105	559.00
P16-00582	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Preschool Rm A Griselda Madrid	12-4300-6105	473.19
			12-4300-6105	473.19
			12-4410-6105	1,502.85
Total Location				63,760.21
Location Covillaud Elementary (09)				

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 3 of 14

## Includes Purchase Orders dated 07/01/2015 - 07/31/2015 Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Covillaud Elementary (09)</b>				
P16-00432	TROXELL COMMUNICATIONS INC	COV Chromebooks	01-4300-0003	15,000.00
			01-4300-1100	21,742.50
P16-00433	TROXELL COMMUNICATIONS INC	COV Chromebook Cart	01-4410-1100	1,424.38
			<b>Total Location</b>	<b>38,166.88</b>
<b>Location Custodial Supervisor (206)</b>				
P16-00359	SHADD JANITORIAL SUPPLY	Districtwide Custodial Repairs	01-5641-0000	10,000.00
P16-00360	SHADD JANITORIAL SUPPLY	Districtwide Custodial Supplies	01-4320-0000	8,000.00
P16-00448	HILLYARD - SACRAMENTO	Custodial Supplies	01-4320-0000	279.58
P16-00527	J.C. NELSON SUPPLY COMPANY	Custodial	01-4410-0000	725.63
			01-4450-0000	5,880.25
			<b>Total Location</b>	<b>24,885.46</b>
<b>Location Dobbins Elementary (11)</b>				
P16-00516	HEWLETT-PACKARD COMPANY	DOB Laptops	01-4410-1100	1,021.33
<b>Location Edgewater Elementary (12)</b>				
P16-00327	COOLE SCHOOL	EDG Planners	01-4300-0003	880.42
P16-00413	ADVANCED DOCUMENT CONCEPTS	Copier/Edgewater	01-4450-1100	6,315.63
P16-00418	HEWLETT-PACKARD COMPANY	EDG Student Computers w/ monitors	01-4410-0003	10,653.48
P16-00451	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 15/16 SY	01-5621-1100	625.00
			<b>Total Location</b>	<b>18,474.53</b>
<b>Location Facilities (66)</b>				
P15-03587	APPEAL DEMOCRAT	8149: Legal Notices	01-9510-0010	4,439.04
P15-03588	APPEAL DEMOCRAT	RFQ Fencing Legal Notice	25-9510-0000	926.98
P16-00434	UNION LUMBER COMPANY	Facilities Blanket PO	25-4300-0000	500.00
P16-00435	DIVISION OF STATE ARCHITECT	8155: Linda HVAC Upgrades	01-6223-6230	400.00
P16-00437	FEDERAL EXPRESS CORP	FACILITIES/2015-2016 S.Y	25-5910-0000	100.00
P16-00506	OFFICE DEPOT B S D	Facilities Blanket PO	25-4300-0000	2,500.00
			<b>Total Location</b>	<b>8,866.02</b>
<b>Location Foothill Intermediate (35)</b>				
P16-00326	FISHER SCIENTIFIC	Science/ Jaacks	01-4300-0003	479.90

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 4 of 14

32



Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Grounds (65)</b>				
P15-03589	Big T's Trees	GROUNDS / SERVICES	01-5801-0000	6,750.00
P16-00364	LINDA SAW & MOWER	GROUNDS / REPAIRS	01-5641-0000	1,000.00
P16-00365	LINDA SAW & MOWER	GROUNDS / SUPPLIES	01-4300-0000	6,000.00
P16-00476	LINDA FIRE PROTECTION DISTRICT	GROUNDS	01-5801-0000	2,030.00
<b>Total Location</b>				<b>15,780.00</b>
<b>Location Indian Education (108)</b>				
P16-00590	OFFICE DEPOT B S D	Open PO	01-4300-4510	650.00
P16-00591	Tahoe Pure	Bottled Water	01-4300-4510	100.00
<b>Total Location</b>				<b>750.00</b>
<b>Location Instruction (IMC) (110)</b>				
P16-00331	McGraw-Hill School Education	Macmillan Science BVS/K-5	01-4100-6300	927.35
P16-00332	McGraw-Hill School Education	Macmillan Science CLE/K-5	01-4100-6300	2,555.36
P16-00333	McGraw-Hill School Education	Macmillan Science COR/K-5	01-4100-6300	817.44
P16-00334	McGraw-Hill School Education	Macmillan Science COV/K-5	01-4100-6300	3,331.59
P16-00335	McGraw-Hill School Education	Macmillan Science DOB/K-5	01-4100-6300	336.59
P16-00336	McGraw-Hill School Education	Macmillan Science EDG/K-5	01-4100-6300	2,919.43
P16-00337	McGraw-Hill School Education	Macmillan Science ELLA/K-5	01-4100-6300	2,933.17
P16-00338	McGraw-Hill School Education	Macmillan Science JPE/K-5	01-4100-6300	1,765.40
P16-00339	McGraw-Hill School Education	Macmillan Science KYN/K-5	01-4100-6300	4,430.67
P16-00340	McGraw-Hill School Education	Macmillan Science LIN/K-5	01-4100-6300	3,702.53
P16-00341	McGraw-Hill School Education	Macmillan Science LRE/K-5	01-4100-6300	707.53
P16-00342	McGraw-Hill School Education	Macmillan Science OLV /K-5	01-4100-6300	3,077.42
P16-00343	McGraw-Hill School Education	Macmillan Science YF /K-5	01-4100-6300	769.36
P16-00350	McGraw-Hill School Education	Macmillan Science ARB/K-5	01-4100-6300	2,953.78
P16-00353	McGraw-Hill School Education	Macmillan Science Ed Services/K-5	01-4100-6300	2,720.22
P16-00458	RENAISSANCE LEARNING, INC	Renaissance Learning for EL	01-5801-4203	35,166.57
P16-00471	RENAISSANCE LEARNING, INC	Renaissance Learning for All Schools	01-5801-0004	110,411.22
P16-00485	Homecourt Publishers, LLC	PBIS August PD Days	01-5801-0004	6,800.00
P16-00487	Houghton Mifflin Harcourt	Balanced Math June PD	01-5801-0004	11,800.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 5 of 14

33

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Instruction (IMC) (110) (continued)</b>				
P16-00552	Houghton Mifflin Harcourt	Avancemos 2013 Level 1 for MHS	01-4100-0004	6,027.42
			01-4100-6300	6,027.42
		WriteSteps for August PD	01-5801-0004	2,400.00
P16-00592	Write Steps			
P16-00593	ROSEANN VANDERAA	Testing Consultant/Roseann VanDerAa	01-5801-0000	6,036.00
P16-00594	ROSEANN VANDERAA	CELDT Testing Consultant/Roseann Vanderaa	01-5801-0000	12,072.00
P16-00595	AARON HILL	Aaron Hill-CELDT Testing K-12 for MJUSD Sites	01-5801-0000	5,000.00
P16-00596	JANICE HILL	Jan Hill-CELDT Testing K-12 for MJUSD Sites	01-5801-0000	5,000.00
<b>Total Location</b>				<b>240,688.47</b>
<b>Location Johnson Park Elementary (15)</b>				
P16-00428	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental	01-5621-0003	450.00
			01-5630-0003	2,149.91
P16-00540	APPLE COMPUTER INC	JPE Teacher iPad Minis	01-4300-0004	8,208.50
<b>Total Location</b>				<b>10,808.41</b>
<b>Location Kynoch Elementary (17)</b>				
P16-00498	THE SPARK PROGRAMS	PE Equipment	01-4300-1100	986.53
P16-00559	AMERICAN BLINDS & DRAPERIES	KYN Blinds	01-4300-1100	730.35
P16-00583	SAMS CLUB DIRECT	supplies/materials	01-4300-1100	500.00
P16-00604	OFFICE DEPOT B S D	KYN Projector Install Items	01-4300-0000	46.92
P16-00605	CDW-GOVERNMENT, INC.	KYN Projector Install Items	01-4300-0000	405.14
<b>Total Location</b>				<b>2,668.94</b>
<b>Location Lindhurst High (43)</b>				
P15-03584	ARNE'S PAINT STORE INC.	Culinary Project	01-4300-0004	492.26
P15-03600	APPEAL DEMOCRAT	Senior Awards	01-9510-1100	495.00
P15-03601	APPEAL DEMOCRAT	Spring 2015 Honor Roll	01-9510-1100	870.00
P16-00384	SCHOOL NURSE SUPPLY, INC	Supplies	01-4300-1100	359.05
P16-00391	OFFICE DEPOT B S D	Classroom 1009 Open PO	01-4300-1100	6,000.00
P16-00392	OFFICE DEPOT B S D	Admin 1009 Open PO	01-4300-1100	6,000.00
P16-00398	PELTON'S PARTY	Graduation 2015-16	01-5630-1100	814.50
P16-00404	PELTON'S PARTY	CAHSEE Tables/Chairs	01-5630-1100	774.30
P16-00406	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Culinary Classroom Appliances	01-4410-0003	14,448.23

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 6 of 14

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P16-00407	BIG TRAY	LHS Culinary Class Appliances	01-4410-0003	8,026.25
P16-00465	CASCADE ATHLETIC SUPPLY CO.	Football Supplies	01-4300-0004	390.18
			01-4410-0004	549.05
P16-00488	Scholastic, Inc. Magazines	Scholastic Magazine	01-4300-0003	263.35
P16-00489	AMAZON.COM	Classroom Supplies	01-4200-0003	522.29
P16-00490	HEWLETT-PACKARD COMPANY	LHS Monitors	01-4300-0003	772.50
P16-00492	ADA BADMINTON & TENNIS	Athletic Supplies	01-4300-0004	459.03
P16-00494	NASCO	Athletic Supplies	01-4300-0004	865.40
P16-00495	CASCADE ATHLETIC SUPPLY CO.	Athletic Supply	01-4300-0004	829.36
P16-00508	SIERRA SCHOOL EQUIPMENT CO	LHS Desks	01-4300-0004	4,914.90
P16-00510	AMAZON.COM	Classroom Supplies	01-4300-0003	115.71
P16-00511	RENAISSANCE LEARNING, INC	ELD	01-5801-0003	3,004.00
P16-00513	The College Board	Classroom Supplemental Books	01-4200-0004	3,633.10
P16-00555	SAMS CLUB DIRECT	Portable Speaker	01-4300-1100	339.76
P16-00577	THE TREE HOUSE	LHS Toner	01-4300-0003	524.60
P16-00578	SYSO FS OF SACRAMENTO INC.	LHS Culinary Class Smallwares	01-4300-0004	5,000.00
P16-00598	BIG TRAY	LHS Culinary Classroom Racks	01-4410-0004	4,004.38
Total Location				64,467.20
Location Maintenance (63)				
P15-03585	CARPET CLEARANCE CENTER	MAINTENANCE/OLIVEHURST	01-4300-8150	117.71
P15-03586	GOLDEN BEAR ALARMS	MAINTENANCE	01-5801-8150	160.00
P15-03594	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLERS	01-5801-8150	1,080.00
P15-03596	Dept of Ind. Relations (Acctg) DOSH Elevator Permits	MAINTENANCE/LHS ELEVATOR INSPECT	01-5801-8150	450.00
P15-03598	KELCO FASTENERS & TOOL REPAIR	63	01-4300-8150	556.44
P16-00356	Dept of Ind. Relations (Acctg) DOSH Elevator Permits	MAINTENANCE/LHS ELEVATORS	01-5890-8150	450.00
P16-00358	L. Ph. Bolander & Sons	MAINTENANCE/MATT	01-4300-8150	238.65
P16-00363	LINDA SAW & MOWER	MAINTENANCE/2015-2016	01-4300-8150	500.00
P16-00408	Dept of Ind. Relations (Acctg) DOSH Elevator Permits	MAINTENANCE/MHS ELEVATOR	01-5890-8150	225.00
P16-00411	LINCOLN EQUIPMENT	MAINTENANCE/MHS POOL	01-4410-8150	1,019.13
P16-00442	GEARY PACIFIC SUPPLY	MAINTENANCE 2015/2016	01-4300-8150	10,000.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 7 of 14

35

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Marysville High (45)</b>				
<b>Location Maintenance (63) (continued)</b>				
P16-00475	SHARE CORPORATION	MAINTENANCE/LHS CHILLER	01-4300-8150	1,768.13
P16-00524	GOLDEN BEAR ALARMS	MAINTENANCE/JPARK	01-5642-8150	135.00
P16-00588	PACE SUPPLY CORP.	MAINTENANCE/POOL 2015/2016	01-4300-8150	500.00
P16-00589	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	MAINTENANCE/POOL 2015/2016	01-4300-8150	500.00
<b>Total Location</b>				<b>17,700.06</b>
<b>Location Marysville High (45)</b>				
P16-00377	TWIN CITY TROPHIES	MHS/COUNSELING	01-4300-1100	300.00
P16-00378	HERFF JONES	MHS/ADMIN	01-4300-1100	2,098.19
P16-00420	OFFICE DEPOT B S D	Open PO Classroom 1009	01-4300-1100	5,000.00
P16-00509	OFFICE DEPOT B S D	Classroom supplies	01-4300-0004	500.00
P16-00538	NWN CORPORATION	MHS Projector	01-4300-0004	499.88
P16-00574	HEWLETT-PACKARD COMPANY	MHS Classroom Computers w/ monitor	01-4410-0004	4,707.70
P16-00575	HEWLETT-PACKARD COMPANY	MHS Laptops	01-4410-0004	3,063.98
P16-00576	OFFICE DEPOT B S D	MHS Projector Install Items	01-4300-0004	15.64
P16-00597	CDW-GOVERNMENT, INC.	MHS Projector Install Items	01-4300-0004	121.97
<b>Total Location</b>				<b>16,307.36</b>
<b>Location McKenney Intermediate (37)</b>				
P16-00323	PARENT INSTITUTE	PARENT INVOLVEMENT	01-4300-3010	331.11
<b>Location Nutrition Services (73)</b>				
P15-03591	PortionPac Chemical Corp.	Pilot Program	13-4320-5310	600.00
P15-03602	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Processor Fee for 2014-2015 School Year	13-4712-5310	4,387.92
P16-00361	YUBA COUNTY ENVIRONMENTAL HEALTH DIVISION	ANNUAL KITCHEN PERMITS	13-5890-5310	8,725.92
P16-00362	PILGRIM'S PRIDE CORPORATION	Deliver to Warehouse week of 7/27/15	13-9325-5310	11,470.50
P16-00401	REMITTANCE PROCESSING DEPARTME NT	Ship to: Amber Watson, Nutrition Services Director	13-4300-5310	648.00
P16-00412	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Deliver to Warehouse	13-4716-5310	397.80
P16-00414	OFFICE DEPOT B S D	Supplies for Office and Cafeterias	13-9325-5310	923.00
P16-00415	COMMERCIAL APPLIANCE	Repairs on Cafeteria Equipment	13-4300-5310	4,300.00
P16-00526	INTEGRATED FOOD SERVICES	Deliver to Warehouse	13-5641-5310	5,000.00
				13-9325-5310 11,266.53

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

E S C A P E

ONLINE

Page 8 of 14

36

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Nutrition Services (73) (continued)</b>				
P16-00528	HOBART CORPORATION	Repairs on Cafeteria Equipment	13-5641-5310	4,000.00
P16-00529	HOLT OF CALIFORNIA	Forklift Repair	13-5641-5310	1,500.00
P16-00530	REFRIGERATION SOLUTIONS, INC.	Warehouse Freezer Repairs	13-5641-5310	4,500.00
P16-00531	W.V. ALTON	Repairs on Cafeteria Equipment	13-5641-5310	35,000.00
P16-00532	GOODMAN FOODS	Deliver to Warehouse	13-9325-5310	9,694.50
P16-00533	GOLDEN BEAR ALARMS	Alarm Monitoring Service	13-5581-5310	840.00
P16-00534	NWN CORPORATION	Projector for Conference Room	13-4410-5310	1,313.65
P16-00535	HEWLETT-PACKARD COMPANY	Laptop	13-4410-5310	1,021.33
P16-00545	ADVANCE PIERRE FOODS	Deliver to Warehouse	13-9325-5310	7,270.38
P16-00546	JENNIE-O-TURKEY STORE	Deliver to Warehouse	13-9325-5310	8,952.75
P16-00547	LAND O'LAKES, INC	Deliver to Warehouse	13-9325-5310	8,711.20
P16-00548	TYSON FOODS	Deliver to Warehouse	13-9325-5310	10,009.85
P16-00549	Bell Tasty Foods Inc.	Deliver to Warehouse	13-9325-5310	5,893.00
P16-00550	Tasty Brands	Deliver to Warehouse	13-9325-5310	17,378.91
P16-00560	Bake Crafters Food Company	Deliver to Warehouse	13-9325-5310	12,821.12
P16-00561	Fat Cat Scones	Deliver to Warehouse	13-9325-5310	2,781.90
P16-00562	Rich Chicks, LLC	Deliver to Warehouse	13-9325-5310	14,375.20
P16-00571	PRO PACIFIC FRESH	Deliver to the Warehouse	13-9325-5310	1,920.00
P16-00572	PTM DOCUMENT SYSTEMS P.O. BOX 7789	DELIVER TO WAREHOUSE	13-4300-5310	521.94
P16-00585	H.C. Bayuk	Student Refund	13-5892-5310	24.75
P16-00607	SYSO FS OF SACRAMENTO INC.	Deliver to Warehouse	13-9325-5310	5,765.00
P16-00608	SCHWAN'S FOOD SERVICE	Deliver to Warehouse	13-9325-5310	11,866.06
P16-00609	LA TAPATIA TORTILLERIA, INC	Chip delivery for Warehouse	13-9325-5310	710.00
P16-00610	Sonoco Protective Solutions	Deliver to Warehouse	13-9326-5310	2,110.18
<b>Total Location</b>				<b>216,701.39</b>
<b>Location Olivehurst Elementary (25)</b>				
P16-00394	OFFICE DEPOT B S D	OFFICE	01-4300-1100	1,000.00
P16-00395	OFFICE DEPOT B S D	CLASSROOM SUPPLIES	01-4300-0003	1,000.00
P16-00405	SAMS CLUB DIRECT	OFFICE	01-4300-1100	2,000.00

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001 - Marysville Joint Unified School District

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Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 9 of 14

37

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Olivehurst Elementary (25) (continued)				
P16-00431	WALKER'S OFFICE SUPPLIES	8163 Project / Olv New Admin	01-4300-8150	1,077.94
			01-4410-8150	730.32
P16-00543	TEC-COM	OLV VMS & Licenses	01-5801-0000	2,160.00
P16-00554	TEC-COM	OLV Office Cabling and Cameras	01-4410-8150	1,681.20
			01-5801-8150	6,058.80
Total Location				15,708.26

Location Personnel (113)				
P16-00318	eSCHOOL SOLUTIONS	MAINT.-PERSONNEL 15-16 SY	01-5621-0000	5,658.65

Location Print Shop (67)				
P16-00393	OFFICE DEPOT B S D	Print Shop Supplies	01-4300-0000	5,000.00
P16-00416	J.C. PAPER	Print Shop / Paper Supplies	01-4300-0000	45,000.00
P16-00417	ADVANCED DOCUMENT CONCEPTS	Print Shop - Supplies	01-4300-0000	2,500.00
P16-00504	CLARKE'S PRESS TECHNOLOGY	Print Shop	01-4300-0000	40.34
Total Location				52,540.34

Location Pupil Services (202)				
P15-03597	YUBA COUNTY ENVIRONMENTAL HEALTH DIVISION	Medical Waste 2 Year Permit	01-5890-0000	155.82
P15-03599	Health Care Instruments	calibrate vision/hearing machines	01-5801-0000	533.64
P16-00383	EATON INTERPRETING SERVICES	sign language interpreting	01-5801-6500	3,000.00
P16-00385	VIRCO INC.	YGS SPED	01-4300-6512	2,887.31
			01-4410-6512	10,169.35
P16-00386	OFFICE DEPOT B S D	YGS SPED	01-4300-6512	624.05
P16-00387	WAL-MART COMMUNITY BRC	PUPIL SERVICES	01-4300-0000	300.00
P16-00441	PAR, INC	testing material	01-4300-0000	223.25
P16-00521	PLAK SMACKER, INC.	dental van order	01-4300-0000	659.45
P16-00606	WALKER'S OFFICE SUPPLIES	YGS SPED	01-4410-6512	1,029.96
Total Location				19,582.83

Location Purchasing (104)				
P16-00319	ADVANCED INTEGRATED PEST MANAGEMENT	District Pest Service	01-5582-0000	28,455.00
P16-00324	KONE Inc.	Ella Elevator Service	01-5621-8150	3,240.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 10 of 14

38

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Purchasing (104) (continued)</b>				
P16-00325	USPS/PITNEY BOWES POSTAGE BY PHONE	DISTRICT-POSTAGE 15-16 SY	01-5910-0000	52,000.00
P16-00349	OFFICE DEPOT B S D	Purch/Acctg/Bus Svcs	01-4300-0000	6,500.00
P16-00389	SIERRA SCHOOL EQUIPMENT CO	MCK Desks	01-4300-0010	21,143.10
P16-00390	SCHOOL SPECIALTY	MCK Student Chairs	01-4300-0010	5,727.55
P16-00461	UNITED PARCEL SERVICE (UPS)	UPS Postage/DO/15-16 SY	01-5910-0000	2,000.00
P16-00462	POSTMASTER	BULK MAIL FEE D/O 15-16 SY	01-5910-0000	30,000.00
P16-00473	KONE Inc.	MHS Elevator Service	01-5621-8150	2,112.93
P16-00474	KONE Inc.	LHS Elevator Service	01-5621-8150	4,109.88
P16-00478	AMAZON.COM	Step Stool	01-4300-0000	32.24
P16-00497	GOLDEN BEAR ALARMS	District 2015-16 S.Y.	01-5581-0000	22,008.00
P16-00499	PITNEY BOWES INC ATTN: GOV'T PURCHASE ORDERS	Postage Meter Rental/Software 15/16	01-5630-0000	645.00
			01-5801-0000	541.80
P16-00501	APPEAL DEMOCRAT ATTN LEGAL DEPT.	Purch Legal Ads 15-16 SY	01-5890-0000	2,500.00
P16-00502	BROWNS VALLEY IRRIGATION	Oper/Water/BVS/FHS/LRE 15-16 SY	01-5530-0000	1,516.40
P16-00503	NWN CORPORATION	Purchasing Toner	01-4300-0000	174.69
P16-00536	SAC VAL JANITORIAL SALES & SERVICES, INC.	Mailroom	01-4300-0000	324.87
P16-00556	SIERRA SCHOOL EQUIPMENT CO	MHS Desks	01-4300-0010	24,187.50
P16-00557	SCHOOL SPECIALTY	MHS Student Chairs	01-4300-0010	8,815.32
P16-00558	OFFICE DEPOT B S D	MHS Teacher Chairs	01-4300-0010	2,403.70
		<b>Total Location</b>		<b>218,437.98</b>
<b>Location South Lindhurst (47)</b>				
P16-00600	WAL-MART COMMUNITY BRC	SLHS	01-4300-1100	1,000.00
<b>Location Student Discipline/Attendance (109)</b>				
P16-00464	OFFICE DEPOT B S D	D&A Office Supplies	01-4300-0000	2,000.00
P16-00579	OFFICE DEPOT B S D	Chair for Liz	01-4300-0000	345.61
P16-00584	SAMS CLUB DIRECT	Discipline & Attendance	01-4300-0000	500.00
		<b>Total Location</b>		<b>2,845.61</b>
<b>Location Superintendent (101)</b>				
P16-00396	OFFICE DEPOT B S D	2015-16 Office Supplies	01-4300-0000	4,300.00

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 11 of 14

39

Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Superintendent (101) (continued)</b>				
P16-00397	FEDERAL EXPRESS CORP	2015-16 Office Supplies	01-5910-0000	300.00
P16-00563	BETTY'S RESTAURANT	8/5/15 Management Team Retreat Lunch	01-4300-0000	627.50
P16-00566	Today's Classroom	Board Room Chairs	01-4300-0000	1,330.29
P16-00601	CALIFORNIA SCHOOL BOARD ASSOC.	CSBA membership dues	01-5310-0000	11,027.00
<b>Total Location</b>				<b>17,584.79</b>
<b>Location Technology (102)</b>				
P16-00313	GAGGLE	Gaggle Archiving Email Exchange	01-5801-0000	9,100.00
P16-00419	OFFICE DEPOT B S D	Technology PO	01-4300-0000	3,000.00
P16-00541	SOFTCHOICE	Cleverbridge Server Certificate	01-5801-0000	105.21
P16-00542	HEWLETT-PACKARD COMPANY	Windows Server Licenses	01-5801-0000	867.45
P16-00599	TROXELL COMMUNICATIONS INC	Rip Tie Wrap Strap	01-4300-0000	22.36
<b>Total Location</b>				<b>13,095.02</b>
<b>Location Transportation (69)</b>				
P15-003590	TRIK KONCEPTS	TRANSPORTATION	01-5801-0230	1,000.00
P16-00047	TRANSFINDER	FLEET MANAGEMENT SOFTWARE 2015-2016	01-5801-0230	2,000.00
P16-00262	BUSWEST	TRANSPORTATION/BUSES	01-6500-0010	179,998.00
P16-00272	BUSWEST	TRANSPORTATION/BUSES	01-6500-0230	164,999.35
P16-00322	ALL WEST COACHLINES	TRANSPORTATION/CHARTER	01-5880-0230	4,500.00
P16-00388	Diamond Diesel Service, Inc.	TRANSPORTATION/REPAIRS	01-5641-0230	3,000.00
P16-00402	TRANSFINDER	SERVICE AGREEMENT 15-16	01-5801-0230	5,400.00
P16-00409	WHEELER-CHEVROLET-OLDSMOBILE CADILLAC	TRANSPORTATION/PARTS	01-4364-0230	1,000.00
P16-00410	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	TRANSPORTATION	01-4300-0230	1,500.00
P16-00436	Mack's Auto Body	TRANSPORTATION/REPAIRS	01-5641-0230	2,500.00
P16-00449	CARPET CLEARANCE CENTER	TRANSPORTATION	01-4300-0230	250.00
P16-00523	FTI DIESEL ELECTRIC	TRANSPORTATION/REPAIRS	01-5641-0230	1,000.00
P16-00525	YUBA TRANSMISSION	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
<b>Total Location</b>				<b>372,147.35</b>
<b>Location Warehouse (71)</b>				
P16-00354	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2015-16 S.Y.	01-9320-0000	2,732.99
P16-00379	HILLYARD - SACRAMENTO	Warehouse Stock 2015-16 S.Y.	01-9320-0000	18,965.35

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 12 of 14



Includes Purchase Orders dated 07/01/2015 - 07/31/2015

Board Meeting Date August 11, 2015

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P16-00380	THE TREE HOUSE	Warehouse Stock 15-16 S.Y.	01-9320-0000	1,930.61
P16-00381	MEDCO SUPPLY COMPANY	Warehouse Stock 15-16 S.Y.	01-9320-0000	401.96
P16-00382	HENRY SCHEIN COMPANY	Warehouse Stock 15-16 S.Y.	01-9320-0000	95.03
P16-00399	Everything Medical	Warehouse Stock 15-16 S.Y.	01-9320-0000	2,828.37
P16-00400	US GAMES	Warehouse Stock 15-16 S.Y.	01-9320-0000	2,913.47
P16-00403	RAYVERN LIGHTING SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	2,580.70
P16-00429	SAMS CLUB DIRECT	Warehouse Stock 2015-16 S.Y.	01-9320-0000	3,436.78
P16-00430	MOHINDER SPORT INC	Warehouse Stock 15-16 S.Y.	01-9320-0000	3,455.62
P16-00452	US GAMES	Warehouse Stock 15-16 S.Y.	01-9320-0000	557.28
P16-00453	CALVEY ZENITH PACKAGING	Warehouse Stock 2015-16 S.Y.	01-9320-0000	900.80
P16-00477	MEDCO SUPPLY COMPANY	Warehouse Stock 15-16 S.Y.	01-9320-0000	2,091.31
P16-00479	SCHOOL SPECIALTY ORDER ENTRY	Warehouse Stock 15-16 S.Y.	01-9320-0000	333.85
P16-00480	K/P EDUCATIONAL SERVICE	Warehouse Stock 2015-16 S.Y.	01-9320-0000	1,350.50
P16-00496	HOME DEPOT	Warehouse Stock 2015-16 S.Y.	01-9320-0000	270.61
P16-00505	SAC VAL JANITORIAL SALES & SERVICES, INC.	Warehouse Stock 15-16 S.Y.	01-9320-0000	204.85
P16-00507	RISO PRODUCTS OF SACRAMENTO	Warehouse Stock 2015-16 S.Y.	01-9320-0000	718.39
P16-00522	GENERAL BINDING CORP	Warehouse Stock 15-16 S.Y.	01-9320-0000	2,305.35
P16-00537	MOHINDER SPORT INC	Warehouse Stock 15-16 S.Y.	01-9320-0000	453.65
P16-00544	RAYVERN LIGHTING SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	1,112.63
P16-00551	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 15-16 S.Y.	01-9320-0000	370.23
Total Location				50,010.33
Location Yuba Gardens Intermediate (39)				
P16-00455	CHANNING L. BETE CO., INC.	MURRAY/GATES	01-4300-3010	16.90
P16-00456	PARENT INSTITUTE	MURRAY/GATES	01-4300-3010	182.75
P16-00457	SAX ARTS & CRAFTS	S BOLE/GATES	01-4300-0003	858.61
P16-00463	OFFICE DEPOT B S D	CLASSROOM SUPPLIES (Categorical)	01-4300-0003	3,000.00
P16-00481	Supreme School Supply	KAYLOR/GATES	01-4300-1100	269.21
Total Number of POs			301	
Total Location				4,327.47
Total				4,667,172.89

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001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Jul 31 2015 12:01PM

ESCAPE

ONLINE

Page 13 of 14

41

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	10	11,295.87
12	Child Dev	1	12,866.43
13	Cafeteria	2	4,987.92
Total Fiscal Year 2015			29,150.22
01	Gen Fund	213	3,693,925.75
09	Chrttr Schs	15	37,189.69
12	Child Dev	24	47,243.78
13	Cafeteria	31	211,713.47
25	Cap Fac	4	4,026.98
77	PAYROLL CR	1	643,923.00
Total Fiscal Year 2016			4,638,022.67
Total			4,667,172.89

## PO Changes

P16-00317	Fund/		Description	Change Amount
	New PO Amount	Object		
	58.26	01-4300	Gen Fund/Mat&Suppli	20.12-
Total PO Changes				20.12-

# PRE-APPROVED FOODS FOR SALE - BY STUDENT ORGANIZATIONS

## Intermediate & High Schools

For additional information please contact Amber Watson, RD, SNS at 749-6178 in the Nutrition Services office

### Student Organization Sales

(California)

Code of Regulations Section 15501)

#1: Nuts, Seeds, & Chews (Bars & Trailmix) #2: Popcorn #3: Low-cal Electrolyte Drinks

1. Up to 3 categories of foods or beverages may be sold each day  
2. Food or beverage item(s) must be pre-approved by governing board of school district

3. Only one student organization may be allowed to sell each day

4. Food(s) or beverages (s) cannot be prepared on the campus.

5. The food or beverage categories sold cannot be the same as the categories sold in the food service program at that school during the same school day

6. In addition to one student organization sale each day, any and all student organization may sell on the same 3 designated days per year. School administration may set these dates.

Maximum Amounts (Middle/High)														
Food Item	Manuf. Item #	Brand Name	Servings/ Size	Serving Size (g)	Exem pt?	200		<35%		<10%	0		<35%	<230mg
						Calories	Fat	% Cal of Fat	Sat Fat (g)	% Cal of Sat Fat	Trans Fat (g)	Sugar (g)	% Sugar by weight	Sodium (mg)
Granola Bar, Chewy Maple	31441	Quaker Chewy	96/0.84oz	36		140	2.5	16%	1	6%	0	9	25%	120
Granola Bar, Chewy Peanut Butter	31185	Quaker Chewy	96/0.84oz	24		90	2	20%	0	0%	0	7	29%	120
Granola Bar, Chewy Choc Chunk	31186	Quaker Chewy	96/0.84oz	24		90	2	20%	0.5	5%	0	7	29%	80
Granola Bar, Chewy Smores		Quaker Chewy	96/0.84oz	24		100	2	18%	0.5	5%	0	8	33%	75
Granola Bar, Crunchy Oats&Dark Choc		Nature Valley		42		190	7	33%	1.5	7%	0	12	29%	140
Granola Bar, Crunchy Peanut Butter		Nature Valley		42		190	7	33%	1	5%	0	11	26%	180
Cliff Bar, Chocolate, Mini		Cliff Bar		28		100	2	18%	0.5	5%	0	9	32%	60
Cliff Bar, Peanut Butter, Mini		Cliff Bar		28		100	2.5	23%	0	0%	0	8	29%	100
Cliff Bar, Choc Brownie, Mini		Cliff Bar		28		100	2.5	23%	0	0%	0	8	29%	100
Cliff Bar, White Choc/Macad Nut, Mini		Cliff Bar		28		110	3	25%	0.5	4%	0	9	32%	100
Fiber One Streusel Bar, Strawberry		Fiber One		40		150	5	30%	1.5	9%	0	9	23%	90
Cereal Bar: Trix	31915	General Mills	96/1.42oz	40		150	3	18%	0.5	3%	0	9	23%	105
Cereal Bar: Golden Grahams	31913	General Mills	96/1.42 oz	40		150	3	18%	0.5	3%	0	9	23%	110
Cereal Bar: Cinnamon Toast Crunch	45576	General Mills	96/1.42oz.	40		150	3	18%	0.5	3%	0	9	23%	110
Cereal Bar: Coco Puffs	31915	General Mills	96/1.42oz	40		150	3	18%	0.5	3%	0	9	23%	110
NutriGrain Bar, Strawberry	59772	Kellogg's	96/1.55oz	44		160	4	23%	0.5	3%	0	14	32%	150
NutriGrain Bar, Apple Cinn	59779	Kellogg's	96/1.55oz	44		160	4	23%	0.5	3%	0	14	32%	130
NutriGrain Bar, Blueberry	90819	Kellogg's	96/1.55oz	44		160	4	23%	0.5	3%	0	15	34%	135
Upfront Granola, Original Crunch		Upfront Foods		40		150	5	30%	0	0%	0	8	20%	40
Upfront Granola, Cranberry Zest		Upfront Foods		40		140	4	26%	0	0%	0	10	25%	40
Popcorn, Smartfood, Wht Ched	25566	Frito Lay	72/0.5oz	14		70	2.5	32%	0	0%	0	0	0%	110
Popcorn, Sweet & Salty Kettle Corn	205188	Snak King	60/1oz	28		130	5	35%	1	7%	0	6	21%	100

# PRE-APPROVED FOODS FOR SALE - BY STUDENT ORGANIZATIONS

## Intermediate & High Schools

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### Student Organization Sales

(California

Code of Regulations Section 15501)

- Up to 3 categories of foods or beverages may be sold each day
- Food or beverage item(s) must be pre-approved by governing board of school district
- Only one student organization may be allowed to sell each day
- Food(s) or beverages (s) cannot be prepared on the campus.
- The food or beverage categories sold cannot be the same as the categories sold in the food service program at that school during the same school day
- In addition to one student organization sale each day, any and all student organization may sell on the same 3 designated days per year. School administration may set these dates.

Maximum Amounts (High):				Non-cal	≤20oz	≤5/8oz	≤16.8g/oz	10-150mg/8oz	10-90mg/8oz			
				Low-cal	≤12oz	≤40/8oz	≤16.8g/8oz	10-150mg/8oz	10-90mg/8oz			
Beverage	Item #	Brand Name	Servings/Size	Serving Size (ml)	Exempt?	Calories	Sugar (g)	g/8oz	Sodium (mg)	Na/8oz	Potassium (mg)	K/8oz
Drink, Fruit Wave H2O, Cherry	306	Fruit Wave H2O	24/12oz.	355		80	18	12.0	21	14	18	12
Drink, Fruit Wave H2O, Kiwi/Melon	309	Fruit Wave H2O	24/12oz.	355		80	18	12.0	21	14	18	12
Drink, Fruit Wave H2O, Mango	308	Fruit Wave H2O	24/12oz.	355		80	18	12.0	21	14	18	12
Drink, Fruit Wave H2O, Orange	311	Fruit Wave H2O	24/12oz.	355		80	18	12.0	21	14	18	12
Drink, Fruit WaveH2O, Green Apple	305	Fruit Wave H2O	24/12oz.	355		80	18	12.0	21	14	18	12
Gatorade, G2 Berry	13297	Gatorade	24/12oz.	355		30	7	4.7	160	107	45	30
Gatorade, G2 Blueberry Pomegranate	12227	Gatorade	24/12oz.	355		30	7	4.7	160	107	45	30
Gatorade, G2 Freeze	12007	Gatorade	24/12oz.	355		30	7	4.7	160	107	45	30
Gatorade, G2 Tropical	13585	Gatorade	24/12oz.	355		30	7	4.7	160	107	45	30
Gatorade, G2 Strawberry Watermelon	13298	Gatorade	24/12oz.	355		30	7	4.7	160	107	45	30
Gatorade, G2 Grape	12203	Gatorade	24/12oz.	355		30	7	4.7	160	107	45	30
Gatorade, G2 Orange	12204	Gatorade	24/12oz.	355		30	7	4.7	160	107	45	30
Gatorade, G21 Fruit Punch	12202	Gatorade	24/12oz.	355		30	7	4.7	160	107	45	30
Aspire Sports Drink, Fire	SBA001	Aspire	12/12oz	355		35	8	5.3	95	63	30	20
Aspire Sports Drink, Ice	SBA002	Aspire	12/12oz	355		35	8	5.3	95	63	30	20
Aspire Sports Drink, Storm	SBA003	Aspire	12/12oz	355		35	8	5.3	95	63	30	20
Aspire Sports Drink, Rush	SBA005	Aspire	12/12oz	355		35	8	5.3	95	63	30	20
Aspire Sports Drink, Rise	SBA006	Aspire	12/12oz	355		35	8	5.3	95	63	30	20



**MIDDLE/HIGH SCHOOL – FOOD RESTRICTIONS**

References: *Education Code* sections 49430, 49431.2, 49431.7, *California Code of Regulations* sections 15575, 15577, 15578, *Code of Federal Regulations* sections 210.11, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

A **high school** contains any of grades 10 to 12.

**Effective** from midnight to one-half hour after school.

**Applies** to ALL foods sold to students by any entity.

**Sold** means the exchange of food for money, coupons, vouchers, or order forms, when **any part** of the exchange occurs on a school campus.

**Compliant foods:**

1. "Snack" food items must be:

- ≤ 35% calories from fat (except nuts, nut butters, seeds, reduced-fat cheese, dried fruit+nut/seed combo), **and**
- < 10% calories from saturated fat (except reduced-fat cheese, dried fruit+nut/seed combo), **and**
- ≤ 35% sugar by weight (except fruit\*, non-fried veggies, dried fruit+nut/seed combo), **and**
- < 0.5 grams trans fat per serving (no exceptions), **and**
- ≤ 230 milligrams sodium (no exceptions), **and**
- ≤ 200 calories per item/container (no exceptions)

**AND must meet one of the following**

- Be a fruit, vegetable, dairy, protein, or whole grain item\*\* (or have one of these as the first ingredient), **or**
- Contain ≥ 10% DV for calcium or potassium or Vitamin D or dietary fiber (criteria applicable through 6/30/16), **or**
- Be a combination food containing at least ¼ cup fruit or vegetable.

2. "Entrée" food items must be:

- Meat/meat alternate and whole grain rich food; **or**
- Meat/meat alternate and fruit or non-fried vegetable; **or**
- Meat/meat alternate alone (cannot be yogurt, cheese, nuts, seeds, or meat snacks = these are considered a "snack"),

**AND**

An individual entrée sold by District/School Food Service the day of or the day after it appears on the reimbursable meal program menu must be:

- ≤ 400 calories, **and**
- ≤ 4 grams of fat per 100 calories
- < 0.5 grams trans fat per serving

An entrée sold by Food Service if not on the menu the day of or day after or any other entity (PTA, student organization, etc.) must be:

- ≤ 35% calories from fat, **and**
- < 10% calories from saturated fat, **and**
- ≤ 35% sugar by weight, **and**
- < 0.5 grams trans fat per serving, **and**
- ≤ 480 milligrams sodium, **and**
- ≤ 350 calories

**AND must meet one of the following**

- A fruit, vegetable, dairy, protein, or whole grain item (or have one of these as the first ingredient), **or**
- Contain ≥ 10% DV for calcium or potassium or Vitamin D or dietary fiber (criteria applicable through 6/30/16), **or**
- Be a combination food containing at least ¼ cup fruit or vegetable

If exempt food(s) combine with nonexempt food(s) or added fat/sugar they must meet ALL nutrient standards above.

\* Dried blueberries cranberries, cherries, tropical fruit, chopped dates or figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

\*\* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." **or**
- A whole grain as the first ingredient, **or**
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), **or**
- At least 51% whole grain by weight.

**Non-compliant foods may be sold from one-half hour after school through midnight.**

**CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.**

**Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.**

**MIDDLE/HIGH SCHOOL – BEVERAGE RESTRICTIONS**

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

A **high school** contains any of grades 10 to 12.

**Effective** from midnight to one-half hour after school.

**Applies** to ALL beverages sold to students by any entity.

**Sold** means the exchange of food for money, coupons, vouchers, or order forms, when **any part** of the exchange occurs on a school campus.

**A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, water, or electrolyte replacement beverage/sports drink AND meet all criteria under that specific category.**

**Compliant beverages:**

- Fruit or Vegetable juice:
  - ≥ 50% juice **and**
  - No added sweeteners
  - ≤ 12 fl. oz. serving size
- Milk:
  - Cow's or goat's milk, **and**
  - 1% (unflavored), nonfat (flavored, unflavored), **and**
  - Contains Vitamins A & D, **and**
  - ≥ 25% of the calcium Daily Value per 8 fl. oz., **and**
  - ≤ 28 grams of total sugar per 8 fl. oz.,
  - ≤ 12 fl. oz. serving size
- Non-dairy milk:
  - Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3)), **and**
  - ≤ 28 grams of total sugar per 8 fl. oz., **and**
  - ≤ 5 grams fat per 8 fl. oz.
  - ≤ 12 fl. oz. serving size
- Water:
  - No added sweeteners
  - No serving size limit
- No-calorie Electrolyte Replacement Beverages (NOT ALLOWED IN MIDDLE SCHOOLS)
  - Water as first ingredient
  - ≤ 16.8 grams added sweetener/8 fl. oz.
  - ≤ 5 calories/8 fl. oz. (or ≤ 10 cal/20 fl. oz.)
  - 10-150 mg Na+/8 fl. oz.
  - 10-90 mg K+/8 fl. oz.
  - No added caffeine
  - ≤ 20 fl. oz. serving size
- Low-calorie Electrolyte Replacement Beverages (NOT ALLOWED IN MIDDLE SCHOOLS)
  - Water as first ingredient
  - ≤ 16.8 grams added sweetener/8 fl. oz.
  - ≤ 40 calories/8 fl. oz.
  - 10-150 mg Na+/8 fl. oz.
  - 10-90 mg K+/8 fl. oz.
  - No added caffeine
  - ≤ 12 fl. oz. serving size

**Non-compliant beverages may be sold from one-half hour after school through midnight.**

**MIDDLE/HIGH SCHOOLS – STUDENT ORGANIZATIONS**

Reference: *California Code of Regulations* Section 15501

**Effective** from midnight to one-half hour after school.

**Applies ONLY** to food and beverage sales by student organizations.

- Up to **three categories** of foods or beverages may be sold each day (e.g., chips, sandwiches, juices, etc.).
- Food or beverage item(s) must be **pre-approved** by governing board of school district.
- Only **one student organization** is allowed to sell each day.
- Food(s) or beverage(s) **cannot be prepared on the campus.**
- The food or beverage categories sold **cannot** be the same as the categories **sold in the food service program** at that school during the same school day.
- In addition to one student organization sale each day, any and all **student organizations** may sell on the **same four designated days** per year. School administration may set these dates.



Marysville Joint Unified School District

Nutrition Services

1919 B Street \* Marysville, CA 95901

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

July 8, 2015

Lester Abernathy  
ProPacific Fresh  
70 Pepsi Way  
Durham, CA 95938

RE: Extension of Produce Bid

Dear Mr. Lester Abernathy:

Thank you for a successful year of delivery of produce products to the Marysville Joint Unified School District school sites. We would like to extend the current agreement to the 2015-2016 school year. Item 30 on page 7 of the bid document states, "In accordance with Section 39644 of the Education Code, MJUSD reserved the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor."

Attached is a copy of the revised 2013-2014 awarded bid items for delivery of produce products to 14 district locations. Please note any changes for the 2015-2016 school year on this form and write in the Supplier Name, signature and the date.

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

1. Suspension and Debarment Certification Form
2. Certification regarding Lobbying and Disclosure of Lobbying Activities
3. Non-Collusion Affidavit

To extend this agreement, please respond in writing by July 27, 2014, and include the above mentioned forms with original signatures. I am looking forward to working with ProPacific Fresh in the new school year.

Sincerely,

Amber Watson, RD, SNS  
Director, Nutrition Services

Attachments



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

July 24, 2015

RECEIVED JUL 27 2015

Dear Mrs. Watson:

We thank you for allowing us again to participate in your bidding process this year. Please read below the information regarding your bids pricing and credit process. If you have any questions or concerns about the bid, deliveries or ordering information, please contact your school specialist/sales representatives Lester Abernathy and Angie Haggerty.

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

Angie Haggerty  
[ahaggerty@propacificfresh.com](mailto:ahaggerty@propacificfresh.com)  
Office (530) 893-0596 ext. 4625

FAX (530) 893-0679

### **Clauses and Pricing**

Please read through clauses below for a better understanding. Pro Pacific will put every effort into updating all customers of changes that occur due to market flocculation and seasonal changes and conditions. **All produce pricing is subject to change without notice.**

**Act of God Clause:** We do our best to evaluate pricing for the year but pricing may fluctuate due to the 'contact 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 Ready Set Serve (RSS) salads products are also greatly affected by these changes in the weather. Pricing is based on not only weather conditions of growing areas, but also volume and market conditions of each product.

**Material/Energy Clause:** The price list in this proposal is based on the current cost 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 on a weekly basis.

### **Deliveries/Ordering**

Deliveries will be made to specifications of the bid unless otherwise noted in the written documentation either from ProPacific Fresh or the bidding agency. Any questions or concerns should be directed to the school specialists listed above. Orders are to be placed one day prior to the scheduled delivery day in bid contract for each customer. Online orders placed Monday through Friday must be submitted **before 3:00pm** the previous day. Phone orders are always accepted and must be placed by 4:30pm Sunday through Friday.



### **Credit Policy**

ProPacific Fresh guarantees 100% satisfaction on all products at the **Time of Delivery**. Any item may be returned for a full credit for reasons including to quality assurance, customer overstock, item not ordered, incorrect item sent, incorrect quantity sent, and damage to the product at **Time of Delivery**.

ProPacific Fresh understands that deliveries may not be able to be checked during time of delivery due to school serving times. A credit will be honored when notified of the situation **within 24 hours** of receiving the product for reasons including quality assurance, customer overstock, item not ordered, incorrect item sent, incorrect quantity sent, and damage to the product.

We look forward to working with you during the 2015-2016 school year to keep our future happy and healthy!

**July 24, 2015**

A handwritten signature in cursive script, appearing to read 'Lester Abernathy'.

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

A handwritten signature in cursive script, appearing to read 'Angie Haggerty'.

Angie Haggerty  
[ahaggerty@propacificfresh.com](mailto:ahaggerty@propacificfresh.com)  
Office (530) 893-0596 ext. 4625

FAX (530) 893-0679



**Marysville Joint Unified School District**  
**Nutritional Services**  
**Price Quote for Delivery of Fresh Fruits & Vegetables to 16 Sites**  
**Bid Extension: August 1, 2015 through July 31, 2016**

Supplier: **Pro Pacific Fresh**

Signature: 

Printed Name: Les Abernathy

Date: July 24, 2015

RECEIVED JUL 27 2015

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	14/15 Price / Unit	Comments
	Apples, Eating Size 138					
1	Fuji Fancy RED	40 lb.	year round	250	\$22.50	
2	Gala Fancy	40 lb.	year round	300	\$22.50	
3	Granny Smith Fancy	40 lb.	seasonal	125	\$22.50	
4	Sliced, bulk	20/2 lb.	year round	175	\$49.75	
5	Sliced, I.W.	200/2oz	year round	375	\$49.75	
6	Banana, Petite	150 count	year round	1600	\$19.45	
7	Broccoli Florets, precut	4/3 lb. cs	year round	150	\$17.82	
8	Broccoli Florets, precut	3 lb. pack	year round	750	\$5.35	
9	Cantaloupe	case	seasonal	30	\$15.25	
10	Carrots, mini, peeled	5 lb. bag	year round	60	\$4.68	
11	Carrots, mini, peeled	8/5 lb. bag	year round	850	\$31.20	
12	Carrots, shredded	5 lb. bag	year round	60	\$5.12	
13	Carrots, mini, snack pak	100/2.6 oz	year round	2000	\$21.07	
14	Cauliflower, florette	3 lb. bag	year round	75	\$8.36	
15	Celery Sticks, precut 4" TAMS	5 lb. bag	year round	800	\$8.25	
16	Celery Sticks, diced 1/4"	5 lb. bag	year round	150	\$7.77	
17	Cilantro	bunch	year round	100	\$2.00	3pk
18	Coleslaw	5 lb. bag	year round	10	\$3.49	
19	Cucumbers, whole	3 ct	year round	1000	\$2.65	
20	Cucumbers, whole	36ct/25 lb.	year round	200	\$21.70	
21	Cucumbers, sliced 1/4"	5lb	year round	600	\$9.84	
22	Grapes Lunch Bunch	case	seasonal	500	\$23.75	Calif. \$23.75   Chilean \$28.75
23	Honeydew	case	seasonal	25	\$13.75	
24	Jicama, pre-cut sticks TAMS	5 lb bag	year round	2500	\$10.98	
25	Kiwifruit 110ct	V.F. Bulk	seasonal	500	\$20.95	

49

**Marysville Joint Unified School District**  
**Nutritional Services**  
**Price Quote for Delivery of Fresh Fruits & Vegetables to 16 Sites**  
**Bid Extension: August 1, 2015 through July 31, 2016**

Supplier: **Pro Pacific Fresh**

Signature: 

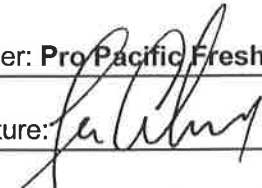
Printed Name: Les Abernathy

Date: July 24, 2015

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	14/15 Price / Unit	Comments
26	Lemon	7 ct	year round	100	\$2.63	
27	Lettuce, Romaine chopped	6/2 lb cs	year round	1500	\$14.87	
28	Lettuce, Iceburg shredded	4/5 lb. bag	year round	450	\$12.31	
29	Limes	2 lb	year round	25	\$2.32	
30	Limes	7ct	year round	75	NA	
31	Mushroom, Medium	pound	year round	75	\$2.87	
32	Nectarine, size 64-72	25 lb	seasonal	25	\$20.95	
33	Onions, yellow	6ct	year round	15	\$3.05	
34	Onions, yellow diced 1/4"	5 lb bag	year round	100	\$6.58	
35	Onions, yellow diced 3/8"	5 lb bag	year round	5	NA	
36	Onions, Red	6ct	year round	30	\$5.22	
37	Onions, red sliced 1/4"	5 lb bag	year round	20	\$10.01	
38	Onions, red sliced 1/8"	5 lb bag	year round	30	\$10.01	
39	Onions, green	bunch	year round	60	\$1.50	5.5oz
40	Oranges, Navel, size 138 Choice	40 lb. case	year round	650	\$22.49	(Nov - April)
41	Orange, Valencia size 138 Choice	40 lb case	year round	300	\$22.49	(April - Oct)
42	Peach, size 64-72	case	seasonal	50	\$20.95	
43	Peas, Sugar Snap	2 lb	year round	125	\$4.99	
44	Peas, Sugar Snap	10 lb	year round	75	\$17.83	
45	Pears, Anjou size 135	40 lb. case	seasonal	50	\$24.50	
46	Pears, Bartlett size 135	40 lb. case	seasonal	50	\$24.50	
47	Pepper, Green Bell	6 ct	year round	75	\$3.45	
48	Pepper, Green Diced 1/2"	5lb	year round	25	\$19.84	
49	Pepper, Red Bell	6 ct	year round	60	\$5.22	
50	Pepper, Yellow Bell	6 ct	year round	15	\$9.98	
51	Peppercini	4/1gal	year round	40	\$23.18	



**Marysville Joint Unified School District**  
**Nutritional Services**  
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Supplier: Pro Pacific Fresh  
 Signature:   
 Printed Name: Les Abernathy  
 Date: July 24, 2015

No.	Item	Pack	Months Used	Estimated Yearly Case Usage	14/15 Price / Unit	Comments
52	Pickle - Dill Chip	5gal	year round	200	\$21.59	
53	Pickle - Spear 425ct	5gal	year round	50	\$23.99	
54	Pineapple, fresh, 7 count	single layer	seasonal	20	\$16.06	
55	Plums, Black size 40-45	case	seasonal	25	\$20.95	
56	Potato, Russet 100ct	lb	year round	15	\$17.75	
57	Spinach, cleaned, cello pack	4/2.5 lb. bag	year round	600	\$15.86	
58	Squash, zucchini	lb	year round	10	\$2.97	6ct
59	Strawberries, flat	8/1#	seasonal	50	\$14.48	
60	Tangerines, Clementine	case	seasonal	25	\$23.75	
61	Tangerines, Minneola 125ct	case	seasonal	25	\$22.75	
62	Tangerine, Murcott	case	seasonal	25	NA	
63	Tangerine, Satsuma	case	seasonal	25	\$22.75	
64	Tomatoes, 5X6	22lb	year round	200	\$19.54	
65	Tomatoes, Box	25lb	year round	400	\$5.77	9ct
65	Tomatoes, Grape	10lb	year round	75	\$19.35	
67	Watermelon, medium 3-4ct	35lb	seasonal	50	\$16.66	

**Direct Delivery to District WH**

68	Craisins, Dried Blueberry	200/1.16oz	year round	80	\$49.50	
69	Craisins, Dried Cherry	200/1.16oz	year round	60	\$49.50	
70	Craisins, Dried Strawberry	200/1.16oz	year round	100	\$49.50	

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.**

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

Les Abernathy - Direct Sales Representative

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

Signature(s)

Date

Form AD-1048 (1/92)

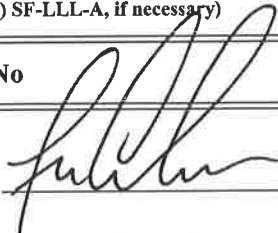
Instructions for Certification

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)

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

<p>• Form of Payment (check all that apply):  Cash  In-kind; specify: _____  Nature _____  Value _____</p>	<p>Other; specify: _____</p> <p>N/A</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>N/A</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: <u>Les Abernathy</u></p> <p>Title: <u>Direct Sales Specialist</u></p> <p>Telephone No: ( <u>888</u> ) <u>232-0908</u> Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

55

## 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 1<sup>st</sup> 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 Butte            )

Angela Haggerty, after first being by me duly sworn,  
declares that:

He or she is Bid Coordinator of ProPacific 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.

Angela Haggerty  
Signature of Bidder

Subscribed and sworn before me by Gabriela Reisz

this 22 day of July, 2015

(SEAL)



[Signature]  
NOTARY PUBLIC



Marysville Joint Unified School District

Nutrition Services

1919 B Street \* Marysville, CA 95901

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

July 8, 2015

Thomas Gomez  
Earthgrains Baking Company  
4051 Alvis Ct #1  
Rocklin, CA 95677

RE: Extension of Bread Bid

Dear Mr. Thomas Gomez:

Thank you for a successful year of delivery of bread products to the Marysville Joint Unified School District school sites. We would like to extend the current agreement to the 2015-2016 school year. Item 30 on page 7 of the bid document states, "In accordance with Section 39644 of the Education Code, MJUSD reserved the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor."

Attached is a copy of the revised 2013-2014 awarded bid items for delivery of bread products to 14 district locations. Please note any changes for the 2015-2016 school year on this form and write in the Supplier Name, signature and the date.

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

1. Suspension and Debarment Certification Form
2. Certification regarding Lobbying and Disclosure of Lobbying Activities
3. Non-Collusion Affidavit

Please note that according to the Healthy Hunger Free Kids Act of 2010, all Grain components must be Whole Grain-Rich. Therefore, any substitution products must meet that criteria.

To extend this agreement, please respond in writing by July 27, 2015, and include the above mentioned forms with original signatures. I am looking forward to working with Earthgrains Baking Company in the new school year.

Sincerely,

Amber Watson, RD, SNS  
Director, Nutrition Services

Attachments

58

Marysville Joint Unified School District  
Nutrition Services  
Price Quote for Delivery of Bread and Bakery Items to 14 school sites  
Bid Extension: August 1, 2015 - July 31, 2016

Supplier: Bimbo Bakeries USA Inc.  
Signature: James J. Bony  
Printed Name: Tam Gomez

RECEIVED JUL 28 2015 Date: 7/27/15

No.	Item	Pack Size	Approximate District Usage per Month	Code #	13/14		14/15		15/16	
					Price / Unit		Price/Unit		Price/Unit	Comments
B1	Bread, <b>WW</b> pullman sandwich, 1.2oz (34g) slice	24 oz./20 slice	300 loaves	78700-41116	\$ 1.49		\$ 1.69		1.69	
B2	Hamburger buns, <b>WG</b> 4" sliced, 2.1oz (61g)	12 count	2,000 packs	78700-80021	\$ 1.74		\$ 2.09		2.09	
B3	Hot Dog Bun, <b>WG</b> 6" sliced, 2.1oz (61g)	16 count	250 packs	78700-80070	\$ 1.74		\$ 2.09		2.09	
B4	Roll, Hoagie/deli, <b>WG</b> 6" long, split, 2.6oz (76g)	6 count	330 packs	78700-80031	\$ 1.59		\$ 1.89		1.89	
B5	Roll, <b>WW</b> dinner, 1.0oz (28g)	12 count	650 packs	50400-73966	\$ 1.59		\$ 1.89		1.89	

59

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.

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Bimbo Bakeries USA Inc

Organization Name

PR/Award Number or Project Name

Tom Gomez PROMPT Planner

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

Thomas Gomez

Signature(s)

Date

N/A

# **DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b>  a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b>  a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b>  a. Initial filing b. Material change  <b>FOR MATERIAL CHANGE ONLY:</b>  Year: _____ Quarter: _____
<b>3. Name and Address of Reporting Entity:</b>   <div style="text-align: center;">           Prime                  Subawardee            Tier _____, if known         </div> 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	

<ul style="list-style-type: none"> <li>• Form of Payment (check all that apply): Cash _____ In-kind; specify: _____ Nature _____ Value _____</li> </ul>	Other; specify: <u>N/A</u>
<ul style="list-style-type: none"> <li>• 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:</li> </ul> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
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: <u>Thomas J. Boney</u> Print Name: <u>Tom Boney</u> Title: <u>Prompt Planner</u> Telephone No: <u>(916) 903-6208</u> Date: <u>7/27/15</u>
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

62

**NONCOLLUSION AFFIDAVIT**

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

STATE OF CALIFORNIA )

County of Sacramento)

\_\_\_\_\_, after first being by me duly sworn,  
declares that:

He or she is Tom Gomez of Bimbo Bakeries  
USA 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]  
Signature of Bidder

Subscribed and sworn before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

(Pub. Contract Code 7106)

63

See Attached Acknowledgement

06/02

## CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-7 below)
- ☐ See Statement Below (Lines 1-6 to be completed by document signer(s), **not** notary).

~~Signature of Document Signer 1~~

Signature of Document Signer 2

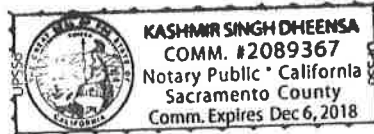
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF SACRAMENTO }

Subscribed and sworn to (or affirmed) before me on this 27 day of July, 2015  
by THOMAS JOSEPH GOMEZ,  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public



### Optional Information

Title or Type of Document: Non collusion Affidavit

Document Date:

Number of Pages:

JUL 27 2015

2

(including this page)

Right Fingerprint  
Signer 1

Right Fingerprint  
Signer 2

64





Marysville Joint Unified School District

Nutrition Services

1919 B Street \* Marysville, CA 95901

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

July 8, 2015

Seam Yin  
Financial Analyst  
Crystal Creamery  
529 Kansas Avenue  
Modesto, CA 95351

RE: Extension of Milk and Juice Bid

Dear Mr. Seam Yin:

Thank you for a successful year of delivery of milk and juice products to the Marysville Joint Unified School District school sites. We would like to extend the current agreement to the 2015-2016 school year. Item 30 on page 7 of the bid document states, "In accordance with Section 39644 of the Education Code, MJUSD reserved the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor."

Attached is a copy of the revised 2013-2014 awarded bid items for delivery of milk and juice products to 19 district locations. Please note any changes for the 2015-2016 school year on this form and write in the Supplier Name, signature and the date.

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

1. Suspension and Debarment Certification Form
2. Certification regarding Lobbying and Disclosure of Lobbying Activities
3. Non-Collusion Affidavit

To extend this agreement, please respond in writing by July 27, 2015, and include the above mentioned forms with original signatures. I am looking forward to working with Crystal Creamer/Foster Farms Dairy in the new school year.

Sincerely,

Amber Watson, RD, SNS  
Director, Nutrition Services

Attachments

65

RECEIVED JUL 15 2015



July 13, 2015

Ms. Amber Watson  
Director, Nutrition Services  
Marysville Joint USD  
1919 B Street  
Marysville, CA 95901

Dear Ms. Watson,

Crystal Creamery is pleased to offer Marysville Joint Unified School District the opportunity to roll over the terms of our current bid for the Marysville Joint Unified School District's milk and dairy needs for the 2015-2016 school year and we look forward to continuing to serve you.

If this is acceptable to the Marysville Joint Unified School District please sign below and return a copy of this letter to us for our records.

Date: \_\_\_\_\_

\_\_\_\_\_  
Marysville Joint Unified School District

Sincerely,

Karen Demichelis  
Director of Financial Planning  
Crystal Creamery

Marysville Joint Unified School District

Nutrition Services

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

Bid Extension: August 1, 2015 - July 31, 2016

Supplier: CRYSTAL CREAMERY

Signature: 

Printed Name: KAREN DEMICHELEIS

Date: 7/10/15

RECEIVED JUL 15 2015

BASED ON JULY 2015 PRICING

13/14 14/15 15/16

No.	Case Pack Size	Item	Approximate District Usage per Month (unit)	Code #	Price / Unit	Price / Unit	Price / Unit	Comments
1	50/HPT	1% WHITE MILK	60,000	160088	0.2098	0.2261	.1912	
2	50/HPT	NON FAT CHOCOLATE MILK	104,000	160114	0.2074	0.2179	.1948	
3	50/HPT	NON FAT STRAWBERRY MILK	10,000	160120	0.2084	0.2179	.1948	
4	HGL	BUTTERMILK	75	160205	1.6891	1.9705	1.5240	
5	5#	LF COTTAGE CHEESE	4	160357	7.0830	8.2573	6.6299	
6	5#	REAL SOUR CREAM	15	160180	5.7820	6.8266	6.5280	
7	8oz	LF YOGURT FLAVORED STRAWBERRY	1,500					
8	8oz	LF YOGURT FLAVORED MIXED BERRY	1,500					
9	8oz	LF YOGURT FLAVORED PEACH	750					
10	75/4oz	ORANGE JUICE, 100%	35,000	160294	0.1500	0.1553	.1553	
11	75/4oz	APPLE JUICE, 100%	60,000	106297	0.1500	0.1553	.1553	
12	1lb	BUTTER, QTRS	70	160300	2.5005	3.348	3.1565	
13	DZ	EGGS	15	57162	1.8200	1.96	3.3600	

67

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.

U.S. DEPARTMENT OF AGRICULTURE

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

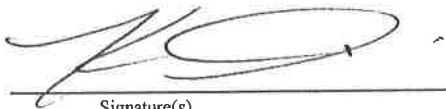
MARYSVILLE JOINT USD

Organization Name

PR/Award Number or Project Name

KAREN DEMICHELLIS - DIRECTOR OF FPIA

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



Signature(s)

7/10/15  
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)

<b>1. Type of Federal Action:</b> <input checked="" type="radio"/> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b> a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b> a. Initial filing b. Material change  <b>FOR MATERIAL CHANGE ONLY:</b> Year: _____ Quarter: _____
<b>3. Name and Address of Reporting Entity:</b> CRYSTAL CREAMERY 529 KANSAS AVE MOORESTOWN, CA 95351  Prime <input checked="" type="checkbox"/> 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: N/A  CFDA Number, if applicable:	
• Federal Action Number, if known: N/A	• Award Amount, if known: N/A \$	
• 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): N/A  \$ _____ actual planned	• Type of Payment (check all that apply): N/A Retainer One-time fee Commission Contingent fee Deferred	

<ul style="list-style-type: none"> <li>• Form of Payment (check all that apply): <u>N/A</u>  Cash  In-kind; specify:  Nature _____  Value _____</li> </ul>	Other; specify: _____
<ul style="list-style-type: none"> <li>• 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: <u>N/A</u></li> </ul> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
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: <u>[Signature]</u> Print Name: <u>KAREN DEMICHELLIS</u> Title: <u>DIRECTOR OF FP+ A</u> Telephone No: <u>(209) 576-3400</u> Date: <u>7/10/15</u>
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

71

## 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 1<sup>st</sup> 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 STANISLAUS )

KAREN DEMITCHELIS, after first being by me duly sworn,  
declares that:

He or she is DIRECTOR OF FP+A 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 \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1  
2  
3  
4  
5  
6

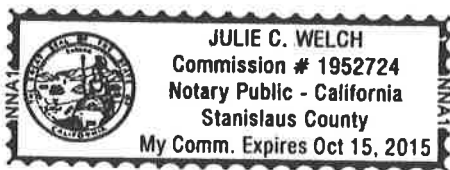
Signature of Document Signer No. 1      Signature of Document Signer No. 2 (if any)

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

State of California  
 County of Stanislaus

Subscribed and ~~sworn to~~ (or affirmed) before me  
 on this 13th day of July, 2015,  
 by      Date      Month      Year  
 (1) Karen Demichelis

(and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)



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

Signature Julie C. Welch  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

Product Range:

Price List

1 to 999999999

as of 7/01/15

## 1620 - MARYSVILLE SCHOOLS

Product #	PAC	Description		Price	Changes
=====					
* 160014	GAL	CR HOMO GAL PL	0-70910-00014	4.1776	.0906
* 160043	HGL	CR HOMO HGL PL	0-70910-00043	2.2242	.0453
* 160091	3RD	CR HOMO 3RD PPR	0-70910-00091	.2937	.0085
* 160096	HPT	CR HOMO CLCW HPT ECO	0-70910-00096	.2157	.0057
160127	14Z	CR CLCW WHOLE 12/14Z	0-70910-00630	.8659	
-----					
* 160016	GAL	CR 2% RF GAL PL	0-70910-00016	4.1529	.0925
* 160045	HGL	CR 2% RF HGL PPR	0-70910-00045	2.1197	.0463
* 160089	HPT	CR 2% RF CLCW HPT EC	0-70910-00089	.2117	.0058
160128	14Z	CR CLCW 2% RF 12/14Z	0-70910-00064	.8659	
-----					
* 160010	GAL	CR 1% LF GAL PL	0-70910-00010	3.0653	.0945
* 160062	HGL	CR 1% LF HGL PL	0-70910-00062	2.1801	.0473
* 160088	HPT	CR 1% LF CLCW HPT EC	0-70910-00088	.1912	.0059
-----					
* 160113	HPT	CR FAT FREE CLCW HPT	0-70910-00113	.1779	.0049
-----					
* 160145	QT	CR HALF & HALF QT	0-70910-00145	1.7114	.0285
-----					
* 7301	GAL	CR CHOC 1% GAL PL	0-76998-07301	3.3096	.0797
7989	12Z	RKN REFUEL 20GM CHOC	0-28300-00285	1.5667	
7990	12Z	RKN REFUEL 20GM VAN	0-28300-00284	1.5667	
7991	12Z	RKN REFUEL 1% STRAW	0-28300-00286	1.5667	
7994	12Z	RKN REFUEL 30GM MB C	0-28300-00405	1.5667	
7995	12Z	RKN REFUEL 30GM MB V	0-28300-00404	1.5667	
7996	12Z	RKN REFUEL 20GM LM C	0-28300-00406	1.5667	
* 160051	HGL	CR CHOC 1%, LF HGL PL	0-70910-00051	1.6996	.0399
* 160090	HPT	CR CHOC 1% CLCW HPT	0-70910-00090	.2172	.0050
* 160094	3RD	CR CHOC 1% LF 3RD PP	0-70910-00094	.3098	.0075
* 160114	HPT	CR CHOC NF CLCW HPT	0-70910-00114	.1948	.0046
* 160120	HPT	CR STRAW NF HPT PPR	0-70910-00095	.1948	.0046
160129	14Z	CR CLCW CHOC 1% LF 1	0-70910-00065	.8659	
160130	14Z	CR CLCW STRAW 1% LF	0-70910-00066	.8659	
-----					
4001131	QT	HC ORG H&H QT	0-52319-00132	4.1656	
-----					
160205	HGL	CR BTRMLK HGL PPR	0-70910-00205	1.5240	
160210	QT	CR BTRMLK QT PPR	0-70910-00210	1.0918	
-----					
160180	5#	CR SOUR CRM 2/5# SP	0-70910-00180	6.5280	
160185	PT	CR SOUR CRM 6/PT SP	0-70910-00185	2.6136	
160187	PT	CR NAT SR CRM 6/PT S	0-70910-00187	2.5825	
-----					
15210	4OZ	YAMI LF STRAW/BAN YO	0-11384-10422	.2750	
15212	4OZ	YAMI LF RASP YOG 48/	0-11384-10421	.2750	
15230	HPT	YAMI LF PEACH YOG 24	0-11384-10887	.5500	
15232	HPT	YAMI LF STRAW YOG 24	0-11384-10880	.5500	
160579	QT	CR NF VAN YOG QT	0-70910-00579	2.1625	
160580	QT	CR NF PLAIN YOG QT	0-70910-00530	2.1625	
160581	QT	CR LF PLAIN YOG QT	0-70910-00581	2.1515	

Product Range:

Price List

1 to 999999999

as of 7/01/15

1620 - MARYSVILLE SCHOOLS

Product #	PAC	Description		Price	Changes
=====					
160583	QT	CR LF VAN YOG QT	0-70910-00583	2.1515	
160586	QT	CR LF PEACH YOG QT	0-70910-00586	2.1515	
160587	QT	CR LF STRAW YOG QT	0-70910-00587	2.1515	
160592	QT	CR LF STRAW/BAN YOG	0-70910-00592	2.1515	
160593	QT	CR LF BLUEBRY YOG QT	0-70910-00593	2.1515	
160820	6OZ	CR LF STRAW YOG 6Z	0-70910-08200	.6152	
160821	6OZ	CR LF STRAW/BAN YOG	0-70910-00821	.6152	
160822	6OZ	CR LF BLUEBRY YOG 6Z	0-70910-08220	.6152	
160823	6OZ	CR LF MXD BERRY YOG	0-70910-00823	.6152	
160824	6OZ	CR LF PEACH YOG 6Z	0-70910-00824	.6152	
160825	6OZ	CR LF RASPBY YOG 6Z	0-70910-08250	.6152	
160828	6OZ	CR LF PLAIN YOG 6Z	0-70910-00828	.6152	
160829	6OZ	CR LF VAN YOG 6Z	0-70910-00829	.6152	
160840	6OZ	CR NF STRAW YOG 6Z	0-70910-00840	.6202	
160841	6OZ	CR NF STRAW/BAN YOG	0-70910-00841	.6202	
160842	6OZ	CR NF PEACH YOG 6Z	0-70910-00842	.6202	
160843	6OZ	CR NF RASPBY YOG 6Z	0-70910-00843	.6202	
160845	6OZ	CR NF BLUEBRY YOG 6Z	0-70910-00845	.6202	
160846	6OZ	CR NF CHERRY YOG 6Z	0-70910-00846	.6202	
160847	6OZ	CR NF VAN YOG 6Z	0-70910-00847	.6202	
160850	6OZ	CR NF GRK PLAIN YOG	0-70910-60850	.7422	
160851	6OZ	CR NF GRK STRAW YOG	0-70910-60851	.7422	
160852	6OZ	CR NF GRK CHRY YOG 6	0-70910-60852	.7422	
160853	6OZ	CR NF GRK PEACH YOG	0-70910-60853	.7422	
160854	6OZ	CR NF GRK BLUEBRY YO	0-70910-60854	.7422	
160855	6OZ	CR NF GRK HNY VAN YO	0-70910-60855	.7422	
-----					
160345	5#	CR REG COT CHS 2/5#	0-70910-00345	7.6582	
160357	5#	CR LF COT CHS 2/5# S	0-70910-00357	6.6299	
160365	PT	CR REG CC SM CRD 6/P	0-70910-00365	1.7955	
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* 160423	QT	CR WHIP CRM 12/QT CO	0-70910-00423	5.0665	.1644
* 160427	PT	CR WHIP CRM 12/PT CO	0-70910-00427	2.1030	.0811
-----					
160403	HGL	CR 40% HVY CREAM HGL	0-70910-00403	5.6776	
-----					
160426	14Z	CR ND WHIP CAN TPNG	0-70910-00426	2.0359	
-----					
41890	12Z	TROP OJ ORIG 12Z	0-48500-01775	1.3667	
41892	12Z	TROP OJ W/CAL 12Z	0-48500-01776	1.3667	
41894	12Z	TROP OJ HMSTYL 12Z	0-48500-01777	1.3667	
160288	PT	CR O.J. 12/PT PL	0-70910-60288	.9313	
160294	4OZ	CR O.J. 4Z PPR	0-70910-00294	.1553	
-----					
160297	4OZ	CR APPLE JUICE 4Z PP	0-70910-00297	.1553	
-----					
50220	HGL	LACTAID 2% RF 100 HG	0-41383-09010	3.5862	
50224	HGL	LACTAID 1% LF 100 HG	0-41383-09022	3.5862	
50232	HPT	LACTAID NF W/CALCIUM	0-41383-09032	.6016	
160660	HGL	SILK SOY PLAIN HGL	0-25293-60039	3.9732	
-----					

Product Range:

Price List

1 to 999999999

as of 7/01/15

1620 - MARYSVILLE SCHOOLS

Product #	PAC	Description		Price	Changes
160300	LB	BUTTER CR 1# QTR SAL	0-70910-00300	3.1390	
160309	LB	BUTTER CR UNS SOLID	0-70910-00309	2.4265	
160310	LB	BUTTER CR SOLID 1#	0-70910-00310	2.4165	
160339	1#	GS MARG QTR 1# 30/CS	0-78684-69147	1.5489	
54953	3#	CHS CREAM CHSE 3#	0-45300-28127	7.2153	
54978	CSE	CHS CREAM CHSE POUCH	0-70272-32100	34.8830	
57162	DOZ	CR EGGS LG CARTON	0-70910-57162	3.3400	
57172	CSE	CR EGGS LRG LOOSE 10	0-70910-57172	35.3000	
80003	3GL	CR VANILLA 3GL	0-76998-80003	21.8457	
123	EA	CRV 24Z-LESS THAN	0-76998-00123	.0500	
456	EA	CRV 24Z & MORE	0-76998-00456	.1000	
97003	20#	ICE 20# PARTY BAG	0-00000-00000	3.5800	

\* = CHANGE IN PRICE

# = NEW PRODUCT

AS SENT  
YEAR

7-27-15  
LBY



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

[sysco.com](http://sysco.com)

July 27, 2015

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

**RE: Extension of Grocery, Paper, and Chemical Supplies Bid 2015-2016**

Dear Amber:

Enclosed, please find the Sysco Sacramento, Inc. quote for the 2015-2016 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, 2016. 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 "**NCS**", (Not Currently Stocked). Not Currently Stocked items have a minimum two-week lead-time.

***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 2015-2016 school year calendars along with fall menus be included with any award packet. This is just to ensure that your bid pricing is correct in our system and we have enough stock to meet your delivery on time throughout the school year.*

78

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,

Sallie Smyers

Contract and Bid Specialist  
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

July 13, 2015

Sallie Smyers  
Sysco Sacramento, Inc.  
7062 Pacific Avenue  
Pleasant Grove, CA 95668

RE: Extension of Grocery, Paper, and Chemical Supplies Bid

Dear Ms. Smyers:

Thank you for a successful year of delivery of grocery, paper, and chemical supplies to Marysville Joint Unified School District. We would like to extend the current agreement to the 2015-2016 school year. Item 30 on page 7 of the bid document states, "In accordance with Section 39644 of the Education Code, MJUSD reserved the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor."

Attached is a copy of the revised 2013-2014 awarded bid items for delivery of grocery, paper, and chemical supplies to the district warehouse. Please note any changes for the 2015-2016 school year on this form and write in the Supplier Name, signature and the date.

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

1. Suspension and Debarment Certification Form
2. Certification regarding Lobbying and Disclosure of Lobbying Activities
3. Non-Collusion Affidavit

To extend this agreement, please respond in writing by July 27, 2015, and include the above mentioned forms with original signatures. I am looking forward to working with Sysco Sacramento, Inc. in the new school year.

Sincerely,

Amber Watson, RD, SNS  
Director, Nutrition Services

Attachments



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

PR/Award Number or Project Name

JOHN JOOSTEN, CONTRACTS & BID MANAGER

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



Signature(s)

7/22/2015

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)

<b>1. Type of Federal Action:</b> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance <i>N/A</i>	<b>2. Status of Federal Action:</b> a. Bid/offer/application b. Initial award c. Post-award <i>N/A</i>	<b>3. Report Type:</b> a. Initial filing b. Material change  <b>FOR MATERIAL CHANGE ONLY:</b> Year: _____ Quarter: _____ <i>N/A</i>
<b>3. Name and Address of Reporting Entity:</b>  Prime Subawardee Tier _____, if known Congressional District, if known: <i>N/A</i>		• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, if known: <i>N/A</i>
• Federal Department/Agency: <i>N/A</i>	• Federal Program Name/Description: CFDA Number, if applicable: <i>N/A</i>	
• Federal Action Number, if known: <i>N/A</i>	• 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 Contingent fee Deferred <i>N/A</i>	

<p>• Form of Payment (check all that apply):</p> <p>Cash _____</p> <p>In-kind; specify: _____</p> <p>Nature _____</p> <p>Value _____ <span style="float: right;">N/A</span></p>	<p>Other; specify: _____ <span style="float: right;">N/A</span></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 style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> <p style="text-align: right;">N/A</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No <span style="float: right;">N/A</span></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></u></p> <p>Print Name: <u>John Trosten</u></p> <p>Title: <u>Contracts Bid Manager</u></p> <p>Telephone No: <u>(916) 569-7223</u> Date: <u>7/23/2015</u></p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

## 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 1<sup>st</sup> 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 )

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

He or she is CONTRACTS' BID MANAGER 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.

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

NRK  
Signature of Bidder


Subscribed and sworn before me by JOHN JOOSTEN

this 23 day of JULY, 2015



[Signature]  
NOTARY PUBLIC

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
 BID EXTENSION: AUG 1, 2015 - JULY 31, 2016

Supplier:	Sysco Sacramento, Inc.
Signature:	
Printed Name:	John Joosten
Date:	7/24/15

ITEM #	FROZEN & REFRIGERATED FOODS	PACK	BRAND	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS
343299	BEEF TRI TIP SIRLOIN PEELED	4/16# AVG	TWORVRS/ B48003	15	\$3.68	4.86	\$ 4.97	Market; Price per LB
	CHICKEN PATTY, SPICY, WG BREADED W/ FOIL WRAP	75/30Z	ADVANCE PIERRE	100			\$ 36.13	new
7097985	MUFFIN ENGLISH **GLUTEN FREE**	6/4CT	ENER-G	5			\$ 44.99	Remote stock
7276983	PEACHES BITS & PIECES IOF	1/20LB	HOUSE	30			\$ 26.98	
	STRAWBERRY IOF	1/30LB	HOUSE	30			\$ 41.91	
3960333	VEGETABLE MIX, CAPRI		SYS IMP	10	\$33.23	29.7	\$ 29.60	
1333194	VEGETABLE MIX, CHUCKWAGON	6/4LB	SYS IMP	25	\$28.57	26.62	\$ 26.53	
2182665	VEGETABLE MIX, FAJITA	6/4LB	SYS IMP	25	\$34.34	29.98	\$ 29.90	
1682095	VEGETABLE MIX, GARDEN BLEND	6/4LB	SYS IMP	15	\$27.76	27.79	\$ 27.71	
1333210	VEGETABLE MIX, JAPANESE BLEND	6/4LB	SYS IMP	10			\$ 26.55	
9810599	VEGETABLE MIX, KEY LARGO	6/4 LB	SYS IMP	125	\$28.95	28.97	\$ 28.90	
8653952	YOGURT STRAWBERRY DANIMAL CRUSH	48/4OZ	DANNON	25			\$ 11.16	
6472602	YOGURT VANILLA PARFAIT PRO	6/4LB	YOPLAIT	25			\$ 26.40	
ITEM #	GROCERIES	PACK	BRAND		13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS
9034364	APPLESAUCE CUP, NATURAL	72/4 OZ	TREETOP	200		18.37	\$ 18.98	
7404619	BEAN, REFRIED VEGTRN DEHY	6/30 OZ	CASASOL	360	\$20.27	22.96	\$ 20.54	
6045371	CEREAL GRANOLA FRUIT BULKPAK	4/50OZ	NATURE VALLEY	25			\$ 37.15	
5335732	CHOCOLATE CHIP, SEMI-SWEET	25 LB	SYSCO	3		53.79	\$ 53.79	
4504908	COCONUT SHRD FCY SWEETENED	10 LB	BKRSCLS	1		23.52	\$ 23.52	
3435823	HOMINY WHITE	6/10 CN	CASASOL	5		23.52	\$ 17.64	
4010310	GELATIN, RED	12/24OZ		3			\$ 29.52	
1990920	JUICE, V BLEND DRAGON PUNCH	44/4.23 OZ	COUNTRY PURE FOODS	1500		10.8	\$ 11.55	NCS
3390004	JUICE, V BLEND SUNSET SIP	44/4.23 OZ	COUNTRY PURE FOODS	100			\$ 17.25	NCS
2507673	JUICE, V BLEND WANGO MANGO	44/4.23 OZ	COUNTRY PURE FOODS	1000		10.8	\$ 11.55	NCS
284499	MILK SOY ULTRA PLAIN	24/8 OZ	PACIFIC	75		17.11	\$ 15.92	SPO-Market
5910492	MIX, CAKE, CHOCOLATE LOW FAT	6/5LB	BKRSCLS/5910492	5	\$62.81	62.81	\$ 53.40	SPO
5910492	MIX, CAKE, WHITE, LOW FAT	6/5LB	BKRSCLS/5910492	2	\$62.81	62.81	\$ 58.89	SPO
5908371	MIX, CAKE, YELLOW, LOW FAT	6/5LB	BKRSCLS/5910492	2	\$62.81	60.3	\$ 58.89	SPO
5882857	PEPPER CHILI GREEN DICED	12/27 OZ	LAS PALMAS	25	\$30.20	30.2	\$ 30.20	
6693642	PEPPER RED DICED FCY	24/300	SYS IMP	2		36.87	\$ 37.35	Market
4010872	PUDDING MIX CHOCOLATE INST	12/24OZ		5			\$ 30.32	
4010922	PUDDING MIX VANILLA INST	12/24OZ		5			\$ 30.24	
4010807	RAISIN SEEDLESS, BULK	1/30LB		2			\$ 35.55	
	RAISIN SEEDLESS, IW	1.33OZ		20			\$ 25.93	
	SPICE, BASIL LEAVES	1 LB		5		28.29	\$ 30.36	

87

7577028	SPICE, CREAM OF TARTAR	30 OZ		2		37.35	\$	33.01	NCS
304768	SPICE, GAR & HERB SEASONING: ALL PURP: SALT FREE	6/20 OZ	LAWRYS	10	\$49.97	95.93	\$	97.39	
	SPICE, ITALIAN SEASONING	1 LB		5		31	\$	32.91	
3528049	SPICE, MARJORAM LEAVES	6/4 OZ		15		38.52	\$	41.30	
	SPICE, OREGANO	1 LB		10		53.55	\$	63.07	
	SPICE, PEPPER GROUND	1 LB		3		69.73	\$	73.67	
4002994	SPICE, SALT DRANULATED IODIZE	24/26 OZ	SYS CLS	5	\$49.97	11.7	\$	11.93	
5229778	SPICE, THYME	6/11 OZ		5		53.05	\$	56.77	
3236429	STUFFING MIX, TRADITIONAL, INST	6/3.5 LB	HOUSE	5	\$55.52	55.61	\$	55.73	
4738837	SUGAR, CONFECTIONER	24/1 LB	HOUSE	3	\$17.24	22.72	\$	23.29	

88



5332473	SUGAR, BROWN LIGHT	24/1 LB	C&H	5	\$22.65	22.73	\$	23.30	Market
8682692	TUNA LIGHT CHUNK IN WATER	6/66.50Z		10			\$	58.29	

ITEM #	BEVERAGES, SNACKS	PACK	BRAND/CODE	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS
	CHIP CHEETOS FLAMIN HOT BAKED	104/0.875	FRITO LAY	30			\$ 24.97	
	DRINK, IZZE SPARKLING JUICE, BLACKBERRY	24/8.4 OZ	IZZÉ #01502	25			\$ 12.37	
	DRINK, IZZE SPARKLING JUICE, CLEMENTINE	24/8.4 OZ	IZZÉ #01505	25			\$ 12.22	
	DRINK, IZZE SPARKLING JUICE, APPLE	24/8.4 OZ	IZZÉ #01507	25			\$ 12.22	
	DRINK, PROPEL ZERO, BERRY	24/16.90Z	PROPEL #169	25			\$ 8.79	
	DRINK, PROPEL ZERO, STRAWBERRY KIWI	24/16.90Z	PROPEL #171	25			\$ 8.79	
	DRINK, PROPEL ZERO, LEMON	24/16.90Z	PROPEL #167	25			\$ 12.95	
	DRINK, PROPEL ZERO, GRAPE	24/16.90Z	PROPEL #173	25				
8697411	NAKED JUICE BERRY BLAST	8/100Z	NKD JUICE	50			\$ 10.02	
8703660	NAKED JUICE GREEN MACHINE	8/100Z	NKD JUICE	40			\$ 10.02	
8697423	NAKED JUICE MANGO	8/100Z	NKD JUICE	60			\$ 6.59	
5630264	WATER SPRING ALPINE	35/16.9 OZ	CRYSTAL GEYSR	15		5.19	\$ 5.69	

ITEM #	PAPER GOODS & MISC SUPPLIES	PACK	BRAND	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS
4572491	BAG, FRENCH FRY PLAIN 4.5X4.5	2000CT	ZENITH/6	5	\$14.64	14.64	\$ 12.72	
4527594	BAG, FOIL SANDWICH 6X.75X6.75	1000CT	ZENITH/ F-661	5	\$36.03	37.21	\$ 32.33	
4349510	BAG, HOT DOG, OPEN END 3X1.75X9"	2000CT	HOUSE	5	\$22.47	24.42	\$ 21.22	
5582457	BAG, SANDWICH (FOLD & LOCK)	2000/7.5X7	HANGARD/303679580	5	\$51.22	11.23	\$ 11.23	
7830565	BULB LIGHT HT SHATRGARD CLR	3/250WT	SYSCO	5		44.71	\$ 44.71	Remote stock
5854377	COVER BUN PACK CLR ROLL	50/ 52X80	SYSCO	10		13.53	\$ 13.53	
4732386	CUP BAKING PAPER FLTD 4.5"	4/500 CT	SYSCO	5		14.81	\$ 14.81	
1993692	CUP PAPER COLD 7oz	24/50CT	SYSCO	15			\$ 65.18	
2665240	CUP PLASTIC 12OZ	20/50CT		15			\$ 54.39	SPO
7790239	CUP PLASTIC, INSERT 2OZ	12/200CT		10			\$ 35.51	
8346579	GLOVE POLY CAST DISPOSABLE, SMALL	4/100 CT	HOUSE	175	\$13.92	6.39	\$ 7.55	
8348260	GLOVE POLY CAST DISPOSABLE, MEDIUM	4/100 CT	HOUSE	200	\$13.90	6.39	\$ 7.55	
8348278	GLOVE POLY CAST DISPOSABLE, LARGE	4/100 CT	SYSCO	50	\$13.90	6.39	\$ 7.55	
5478526	GLOVE VINYL FDSRV PWDFFREE MEDIUM	10/100CT	SYSCO	35	\$39.74	21.68	\$ 26.03	
5478536	GLOVE VINYL FDSRV PWDFFREE LARGE	10/100CT	SYSCO	15	\$39.74	21.68	\$ 26.03	
839737	GLOVE VINYL FDSRV PWDFFREE XL	10/100CT	SYSCO	10	\$39.74	21.68	\$ 26.03	
2099341	HAIRNET NYLON LG DKBRN	10/144CT		1			\$ 102.51	
	LID, PLASTIC, FITS 12oz + INSERT	10/100CT		15			\$ 19.11	SPO
1847482	LINER PAN OVENABLE HALF PAN DEEP 24X12	100 CT	SYS CLS/304985040	10	\$38.41	25.05	\$ 25.05	
9719816	LINER PAN OVENABLE HOTEL PAN DEEP 34X16	100 CT	HANGARD/304985022	75	\$60.55	36.24	\$ 36.24	
3781952	MITTS, OVEN PYROTEX 17 INCH	2 PAIR	SYSCO/2PX47BET-4PS	20	\$18.86	18.86	\$ 18.86	
2764108	PAN GRABBER, TRAY KNT 8.5"X11.5"	3 EACH	HOUSE	25	\$10.09	10.09	\$ 10.09	
1954148	THERMOMETER FRZR REFR -40-80F	2 EACH	SYSCO	30	\$7.62	7.56	\$ 7.56	
4049573	THERMOMETER OVEN 100-600F	1 EACH	SYSCO	20		5.55	\$ 5.87	Remote stock
5739322	SCOURING PADS GREEN NYLON	6/12 PK	HOUSE	15	\$10.47	10.47	\$ 10.46	
267849	WIPER TOWELS 12" X 24"	200 CT	SYS CLS	60	\$22.52	22.52	\$ 22.52	

ITEM #	CHEMICALS AND CLEANSERS	PACK	BRAND	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS
7715446	CLEANER, DEGREASER OVEN LIQUID	4/32 OZ	KEYSTON	5	\$31.43	32	\$ 33.61	

68

3378296	CLEANER, DRAIN GREASE DIGESTANT	1/2.5 GAL	ECOLAB	5	\$157.79	164.04	\$	164.04	
8461073	CLEANER, MULTI SURFACE CITRUS (FLOOR)	2/1 GAL	SYS REL	10	\$41.47	43.07	\$	43.07	
8435178	CLEANSER, POWDERED, EPA REGISTERED	24/21 OZ	COMET C	5	\$30.59	31.38	\$	31.38	
8412068	DEGREASER / CLEANER HEAVY DUTY	4/1 GAL	KEYSTON	10	\$49.34	50.25	\$	50.25	
7670021	DELMER DESCALER LIME-A-WAY	2/1 GAL	KEYSTON	20	\$38.11	38.8	\$	38.80	
8458856	DETERGENT - POT & PAN LIQUID, MILD, HANDWASH	4/1 GAL	SYS REL	35	\$30.82	32.01	\$	32.01	
4589529	DISH MACHINE DETERGENT, LOW TEMP.	4/6.75 LB	ECOLAB	70	\$70.71	73.54	\$	73.54	
8894167	POLISH, STAINLESS STEEL MAINTAINER	6/16 OZ	KEYSTON	5	\$27.85	29.8	\$	29.80	
4589693	RINSE ADDATIVE, LOW TEMP. DISH MACHINE	2/2.5 lb	ECOLAB	15	\$165.19	171.8	\$	171.80	
7640010	SANITIZER FOR LOW TEMP. DISH MACHINE	1/2.5 LB	KEYSTON	40	\$4.81	22.63	\$	22.63	
4592689	TEST STRIP, CHLORINE	1/100 CT	ECOLAB	40	\$4.78	12.2	\$	12.20	

06

Line	Usage	Brand	Pack/Size	SUPC	Pack	Size	Brand	Item Description	MFG#	Vendor Name	Bid Price	Comments
1	15	BEEF TRI TIP SIRLOIN PEELED	2WOKVRS/ B48003	345299	4/164 AVG	4/164 AVG	TWOKVRS	BEEF SIRLOIN TRI TIP(PEELED)	B48003	TWO RIVERS DISTRIBUTION LLC	\$ 4.97	Market; Price per LB
2	100	CHICKEN PATTY, SPICY, WG BREADED W/FOIL WRAP	ADVANCE PIERRE	753002	2682870	75.3 OZ	PIERRE	CHICKEN PATTY, SPICY, WG, BREADED W/FOIL WRAP	66029	ADVANCE/PIERRE FOODS	\$ 36.13	new
3	5	MUFFIN ENGLISH "GLUTEN FREE"	ENER-G	7097865	6/4 CT	6/4 CT	ENER-G	MUFFIN ENGLISH GLUTEN FREE	BF4150	SYSCO W/907 CENTRAL	\$ 44.99	Remove stock
4	30	PEACHES BITS & PIECES IDF	HOUSE	120218	120218	1.20 LB	SYS REL	PEACH BIT & PIECES IDF	1000276983	DOLE PACKAGED FROZEN FOODS	\$ 26.98	
5	20	STRAWBERRY IDF	HOUSE	1024241	1024241	1.30 LB	SYS REL	STRAWBERRY WHL IDF	1024421	BAUGH SUPPLY CHAIN COOP	\$ 41.91	
6	10	VEGETABLE MIX, CARRI	SYS MP	3968393	1301 LB	1.30 LB	SYS INMP	VEGETABLE BLEND CARRI GR A	0	BAUGH SUPPLY CHAIN COOP	\$ 29.60	
7	25	VEGETABLE MIX, CHOCOWAGON	SYS MP	64/LB	1333194	6/4 LB	SYS INMP	VEGETABLE BLEND CARRI GR A P	74862024426	BAUGH SUPPLY CHAIN COOP	\$ 26.53	
8	25	VEGETABLE MIX, FAULTA	SYS MP	94/LB	2182685	6/4 LB	SYS INMP	VEGETABLE BLEND FAULTA RCS	2182685	DOLE PACKAGED FROZEN FOODS	\$ 29.90	
9	15	VEGETABLE MIX, GARDEN BLEND	SYS MP	64/LB	1682035	6/4 LB	SYS INMP	VEGETABLE BLEND GARDEN GR A	1682035	BAUGH SUPPLY CHAIN COOP	\$ 22.71	
10	10	VEGETABLE MIX, JAPANESE BLEND	SYS MP	64/LB	1333210	6/4 LB	SYS INMP	VEGETABLE BLEND JAPANE GR A	1333210	BAUGH SUPPLY CHAIN COOP	\$ 26.55	
11	725	VEGETABLE MIX, KEY LARGO	SYS MP	64/LB	9810599	6/4 LB	SYS CLS	VEGETABLE BLEND CHOCUT KEY LAR	9810599	BAUGH SUPPLY CHAIN COOP	\$ 28.90	
12	25	YOGURT STRAWBERRY DANIMAL CRUSH	DANNON	4840Z	48.4 OZ	48.4 OZ	DANNON	YOGURT STRWBRY DANIMAL CRSH	2731	DANNON YOGURT CO	\$ 11.16	
13	25	YOGURT VANILLA PARFAIT PRO	YOP LIT	64/LB	8472592	6/4 LB	YOP LIT	YOGURT VANILLA PARFAIT POUH	16632000	GENERAL MILLS	\$ 26.40	
14	ANNUAL USAGE											
15	BROCCERIES											
16	200	APPLESAUCE CUP, NATURAL	TRETOP	724 OZ	8034364	72.4 OZ	TRETOP	APPLESAUCE NAT	101317	TREE TOP	\$ 18.98	
17	350	BEAN, REFRIED VEGTRN DEHY	CASASOL	7404519	6/30 OZ	6/30 OZ	CASASOL	BEAN REFRIED VEGTRN DEHY	PRO16301CSNAYG	TRINIDAD BERNHIM	\$ 20.54	
18	25	CEREAL GRANOLA FRUIT BULK/PAK	NATURE VALLEY	4500Z	5045371	450 OZ	NAT VLY	CEREAL GRANOLA FRUIT BULK/PAK	11987000	GENERAL MILLS	\$ 37.15	
19	3	CHOCOLATE CHIP SEMI SWEET	SYSCO	25 LB	5335792	1.25 LB	SYS INMP	CHOCOLATE CHIP SEMI REAL 1000	833104-XC	ADM COCOA	\$ 33.79	
20	1	COCONUT SHRD FCY SWEETENED	BKRSCLS	10 LB	4504908	1.10 LB	BKRSCLS	COCONUT SHRD FCY SWEETENED	4504908	AZAR NUT CO	\$ 23.52	
21	5	HOMINY WHITE	CASASOL	64/10 CN	4345823	6/10	SYS CLS	HOMINY WHITE	75213179	TEASDALE QUALITY FOODS	\$ 17.64	
22	3	GELATIN, RED	CASASOL	12240Z	44010310	12.24 OZ	SYS CLS	GELATIN ASSORTED RED	55632	DIAMOND CRYSTAL SALES LLC	\$ 29.52	
23	1500	JUICE V BLEND DRAGON PUNCH	COUNTRY PURE FOODS	44423 OZ	1999020	44.420Z	JUCEAU	JUICE FRUIT VEG DRGN PNCB BOX	62089	COUNTRY PURE FOODS	\$ 11.55	NCS
24	100	JUICE V BLEND SUNSET S/P	COUNTRY PURE FOODS	44423 OZ	3390004	44.420Z	JUCEAU	JUICE VEG JUICE BOX	62010	COUNTRY PURE FOODS	\$ 17.25	NCS
25	1000	JUICE V BLEND WANGO MANGO	COUNTRY PURE FOODS	44423 OZ	2507573	44.420Z	JUCEAU	JUICE BLEND FRITVEG WNGO MANGO	62010	COUNTRY PURE FOODS	\$ 11.55	NCS
26	75	MILK SOY ULTRA PLAIN	PACIFIC	248 OZ	2844499	24.8 OZ	PACIFIC	MILK SOY ULTRA PLAIN	83119	PACIFIC FOODS OF OREGON	\$ 15.92	Market/Special Order
27	5	MIX CAKE, CHOCOLATE LOW FAT	BKRSCLS5910492	65/LB	6128979	6/5 LB	CM	MIX CAKE DEHY FOOD LEAT	11168000	GENERAL MILLS	\$ 53.40	SFO
28	3	MIX CAKE, WHITE LOW FAT		65/LB	6127856	6/5 LB	CM	MIX CAKE WHITE LEAT	11167	GENERAL MILLS	\$ 58.89	SFO
29	3	MIX CAKE, YELLOW LOW FAT		65/LB	6129651	6/5 LB	CM	MIX CAKE YELLOW LEAT	11169000	GENERAL MILLS	\$ 58.89	SFO
30	25	PEPPER RED GREEN DICED	LAS PALMAS	1297 OZ	5982687	12.27 OZ	SYS PAL	PEPPER RED GREEN DICED	16025	BAO FOODS INC	\$ 30.20	
31	3	PEPPER RED DICED FCY	SYS INMP	24/4300	6659542	24 /300	SYS INMP	PEPPER RED DICED FCY	1.0143E-12	MCCODY DINAR INC	\$ 37.35	Market
32	5	PUDGING MIX CHOCOLATE INST	SYS CLS	12240Z	4010872	12.24 OZ	SYS CLS	PUDGING MIX CHOCOLATE INST	53037	DIAMOND CRYSTAL SALES LLC	\$ 30.24	
33	6	PUDGING MIX VANILLA INST	SYS CLS	12240Z	4010872	12.24 OZ	SYS CLS	PUDGING MIX VANILLA INST	53044	DIAMOND CRYSTAL SALES LLC	\$ 30.24	
34	2	RAISIN SEEDLESS BULK	SYS INMP	1700LB	3286712	1.30 LB	SYS INMP	RAISIN SEEDLESS DARK SEL	4179	REMA FOODS INC	\$ 35.55	
35	20	RAISIN SEEDLESS IW	SYS INMP	11390Z	3286591	144 LS	SYS INMP	RAISIN SEEDLESS DARK SEL	1002	REMA FOODS INC	\$ 25.93	
36	5	SPICE BASIL LEAVES	AREZZIO	1 LB	8172383	3.22 OZ	AREZZIO	SPICE BASIL LEAVES WHL	90034689	MCCORMICK&CO INC	\$ 30.36	
37	2	SPICE CREAM OF TARTAR	LAWRYS	30 OZ	7577028	1.1 LB	DALLAS	SPICE CREAM OF TARTAR	H1464	SYSCO W/ COAST CENTRAL	\$ 33.01	NCS
38	10	SPICE GAR & HERB SEASONING, ALL PURP, SALT FREE	LAWRYS	620 OZ	394768	6/20 OZ	LAWRYS	SEASONING GARIC & HERB SLT FREE	90049676	MCCORMICK&CO INC	\$ 97.29	
39	5	SPICE ITALIAN SEASONING	LAWRYS	11 LB	5395622	6/7 OZ	AREZZIO	SEASONING ITALIAN	974508	MCCORMICK&CO INC	\$ 31.91	
40	15	SPICE MARIJORAM LEAVES	LAWRYS	64 OZ	3529049	6/4 OZ	MC COUM	SPICE MARIJORAM LVS	923222	MCCORMICK&CO INC	\$ 41.30	
41	10	SPICE OREGANO	LAWRYS	1 LB	6229158	6/13 OZ	IMPAACC	SPICE OREGANO GROUND	974310	MCCORMICK&CO INC	\$ 63.07	
42	3	SPICE PEPPER GROUND	LAWRYS	11 LB	9806415	6/18 OZ	IMPAACC	SPICE PEPPER BLK GROUND PURE	90001067	MCCORMICK&CO INC	\$ 72.67	
43	5	SPICE SALT DRAUNLATED IODIZE	SYS CLS	24/26 OZ	4002844	24/26OZ	SYS CLS	SALT GRANULATED IODIZE ROUND	100011076	CARGILL SALT	\$ 11.93	
44	5	SPICE THYME	IMPAACC	6/11 OZ	6229778	6/11 OZ	IMPAACC	SPICE THYME GROUND	974373	MCCORMICK&CO INC	\$ 54.77	
45	5	STUFFING MIX TRADITIONAL INST	HOUSE	63.5 LB	3236458	6/3.5 LB	SYS CLS	STUFFING MIX TRADITION WHI BRD	7564	SUGAR FOODS	\$ 55.73	
46	3	SUGAR, CONFECTIONER	HOUSE	24/1 LB	4739837	24/1 LB	C&H	SUGAR CONFECTIONER	419452	DOMINO FOODS INC	\$ 23.29	
47	5	SUGAR, BROWN LIGHT	C&H	24/1 LB	5332473	24/1 LB	C&H	SUGAR BROWN LIGHT	419416	DOMINO FOODS INC	\$ 23.30	Market
48	10	TUNA LIGHT CHUNK IN WATER		65/65 OZ	8682892	6/65 OZ	INTLCLS	TUNA LIGHT SKIPIACK CHUNK WTR	755025V	REMA FOODS INC	\$ 54.29	
49	ANNUAL USAGE											
50	BEVERAGES, SNACKS											
51	30	CHIP CHEETOS FLAMIN HOT BAKED	FRITO LAY	1040 875	9978992	104 /875OZ	CHEETOS	SNACK CHEESE CRUNCHY BAKED	21942	FRITO LAY	\$ 24.97	
52	25	DRINK, IZZE SPARKLING JUICE, BLACKBERRY	IZZE #01502	1248 OZ	1515252	24 /8.4 OZ	IZZEBEV	DRINK BLACKBERRY SPRKLG	1502	IZZE BEVERAGE CO	\$ 12.37	
53	25	DRINK, IZZE SPARKLING JUICE, CLEMENTINE	IZZE #01505	1248 OZ	620440	24 /8.4 OZ	IZZEBEV	DRINK NATURAL CLMNTN SPRKLG	1506	IZZE BEVERAGE CO	\$ 12.32	
54	25	DRINK, IZZE SPARKLING JUICE, APPLE	IZZE #01507	1248 OZ	6152968	24 /8.4 OZ	IZZEBEV	DRINK APPLE SPRKLG	1507	IZZE BEVERAGE CO	\$ 12.32	
55	25	DRINK, PROPEL ZERO, BERRY	PROPEL #159	24/16.9OZ	7281245	24/16.9OZ	PROPEL	WATER FLAVOR BRY	169	QUAKER FOODS AND BEVERAGES	\$ 8.79	
56	25	DRINK, PROPEL ZERO, STRAWBERRY KIWI	PROPEL #171	24/16.9OZ	7289756	24/16.9OZ	PROPEL	WATER FLAVOR KIWI STRWBRY	171	QUAKER FOODS AND BEVERAGES	\$ 8.79	
57	25	DRINK, PROPEL ZERO, LEMON	PROPEL #167	24/16.9OZ	7399774	24/16.9OZ	PROPEL	WATER FLAVOR LMAN	167	QUAKER FOODS AND BEVERAGES	\$ 12.95	
58	25	DRINK, PROPEL ZERO, GRAPE	PROPEL #173	24/16.9OZ	7399774	24/16.9OZ	PROPEL	WATER FLAVOR LMAN	167	QUAKER FOODS AND BEVERAGES	\$ 12.95	

16

50	50	NKGD JUICE BERRY BLAST	NKJUICE	9/10OZ	9697411	8/10 OZ	NKJUICE	JUICE DRINK BRY BLAST	63117	QUAKER FOODS AND BEVERAGES	\$	10.02
61	40	NKGD JUICE GREEN MACHINE	NKJUICE	9/10OZ	9703660	8/10 OZ	NKJUICE	JUICE DRINK GREEN MACH	63076	QUAKER FOODS AND BEVERAGES	\$	10.02
61	80	NKGD JUICE MANGO	NKJUICE	9/10OZ	9697423	8/10 OZ	NKJUICE	JUICE DRINK MANGO	63092	QUAKER FOODS AND BEVERAGES	\$	6.99
62	15	WATER SPRING ALPINE	CRYSTAL GERSR	35/18 9 OZ	3233535	32 16.9OZ	NACARA	WATER DRINKING	NDW05132PDRCHN	NACARA BOTTLING INC	\$	5.69
63												
64	PAPER GOODS & MISG SUPPLIES											
64	3	BAG FRENCH FRY PLAN 4.5X4.5	ZENITH#	2000CT	4572489	2000 EA	ZENITH	BAG FRENCH FRY PLAN 4.5X4.5	6	ZENITH SPECIALTY BAG	\$	12.72
66	5	BAG FOL SANDWICH 6X7.5X6.75	ZENITH/ F-481	1000CT	4627584	1000 EA	ZENITH	BAG FOL SANDWICH 6X1X6.5	F-461	ZENITH SPECIALTY BAG	\$	32.33
67	5	BAG HOT DOG, OPEN END 3X1.75X9"	HOUSE	2000CT	4349510	2000 EACH	ZENITH	BAG PAPER HOT DOG FLN 3X1.75X9	6975	ZENITH SPECIALTY BAG	\$	21.22
69	5	BAG SANDWICH (FOLD & LOCK)	HANGARD/305679580	2000CT 5X7	3582457	1 2000CT	HANGARD	BAG POLY SNOW HI-D CLR 7.5X7.5	303679580	HANGCARDS INC	\$	11.23
69	3	BULB LIGHT HT SHATRGARD CLR	SYSCO	50/52X80	3585437	3 250	SYSCO	BULB LIGHT HT SHATRGARD CLR	303679723	HANGCARDS INC	\$	13.53
70	10	COVER BUN BACK CLR ROLL	SYSCO	4792888	50/52X80	50/52X80	SYSCO	COVER BUN BACK CLR ROLL	303679723	HANGCARDS INC	\$	14.81
71	14	CUP BAKING PAPER RLT 4.5"	SYSCO	4792888	4	300	SYSCO	CUP BAKING PAPER RLT 4.5"	610034	HOME MASTER GROUP INC	\$	14.81
71	14	CUP PAPER COLD 7oz	SYSCO	4792888	24 50CT	24 50CT	SYSTRNZ	CUP PAPER COLD POLY 7OZ	DTCTDZ	PACTIV	\$	65.16
71	15	CUP PLASTIC 12OZ	SYSCO	20/50CT	20/50CT	20/50CT	DART	CUP PLAS PET 12OZ SQUAT ULTRCL	TP12	DART CONTAINER	\$	54.39
71	15	CUP PLASTIC 20Z	SYSCO	20/50CT	20/50CT	20/50CT	SYSTRNZ	CUP PLAS PET 20Z SQUAT ULTRCL	TP20	DART CONTAINER	\$	54.39
74	10	CUP PLASTIC 12OZ	HOUSE	4700 CT	1846578	4 100 CT	SYSCO	GLOVE POLY CAST DISP SMALL	30363121	HANGCARDS INC	\$	7.55
74	17.5	GLOVE POLY CAST DISPOSABLE SMALL	HOUSE	4700 CT	1846578	4 100 CT	SYSCO	GLOVE POLY CAST DISP MED	30363122	HANGCARDS INC	\$	7.55
76	200	GLOVE POLY CAST DISPOSABLE MEDIUM	HOUSE	4700 CT	1846578	4 100 CT	SYSCO	GLOVE POLY CAST DISP LG	30363123	HANGCARDS INC	\$	7.55
77	50	GLOVE POLY CAST DISPOSABLE LARGE	SYSCO	4700 CT	1846578	4 100 CT	SYSCO	GLOVE VINYL FOSBY PWDRFREE MED	304362812	HANGCARDS INC	\$	7.55
78	35	GLOVE VINYL FOSBY PWDRFREE MEDIUM	SYSCO	10/100CT	5478566	10 100 CT	SYSCO	GLOVE VINYL FOSBY PWDRFREE LRG	304362812	HANGCARDS INC	\$	26.03
79	15	GLOVE VINYL FOSBY PWDRFREE LARGE	SYSCO	10/100CT	5478566	10 100 CT	SYSCO	GLOVE VINYL FOSBY PWDRFREE XL	304362814	HANGCARDS INC	\$	26.03
80	10	GLOVE VINYL FOSBY PWDRFREE XL	SYSCO	10/100CT	5478566	10 100 CT	SYSCO	GLOVE VINYL FOSBY PWDRFREE 17N	304362814	HANGCARDS INC	\$	26.03
81	1	HARNET NYLON LG DKBRN	SYSCO	10/144CT	2059341	10 144CT	SYSCO	HARNET NYLON LG DKBRN LT WGT	305113901	HANGCARDS INC	\$	102.51
82	15	LID, PLASTIC, FTS 12oz + INSERT	SYSCO	10/100CT	2668932	10 100CT	DART	LID PLAS NO SLOTT F9-22OZ CUP	6627P	DART CONTAINER	\$	19.11
83	10	LINER PAN OVENABLE HALF PAN DEEP 24X12	SYSCO	1847482	1 100 CT	1 100 CT	SYSCO	LINER PAN OVENABLE DEEP 24X12	304985040	HANGCARDS INC	\$	75.05
84	75	LINER PAN OVENABLE HOTEL PAN DEEP 34X16	HANGARD/304985040	100 CT	9719816	100 34X16	HANGARD	LINER PAN OVENABLE DEEP 34X16	304985040	HANGCARDS INC	\$	36.24
85	20	MITS. OVEN PROTEx 17 INCH	SYSCO/2P47BET-4P5	2 P4R	3781582	2 P4R	SYSCO	MITS OVEN PROTEx BEIGE 17IN	2P47BET-4P5	JOHN RUTZENTHALER CO.	\$	18.86
86	25	PAN GRABBER TRAY KNT 8.5X11.5"	HOUSE	3 EACH	2764108	3 EACH	SYSCO	PAN GRABBER TRAY KNT 8.5X11.5IN	PO1M-3P5	JOHN RUTZENTHALER CO.	\$	10.09
87	20	THERMOMETER FZLR REFR -40-80F	SYSCO	2 EACH	1954148	2 EACH	SYSCO	THERMOMETER FZLR REFR -40-80F	335-025-1	COOPER ATKINS CORP	\$	7.55
88	20	THERMOMETER OVEN 100-600F	SYSCO	1 EACH	4049573	1 EACH	SYSCO	THERMOMETER OVEN 100-600 F/C	24HP-015-1	SYSCO W COAST CENTRAL	\$	5.87
89	15	SCOURING PADS GREEN NYLON	HOUSE	612 PK	5739322	1 20CT	SYSCO	PAD SCOUR XHY NYLON 3.5X6 BLUE	5V5-50-80	ACS INDUSTRIES INC	\$	10.46
90	60	WIPER TOWELS 12 X24	SYSCO	200 CT	257548	200 EA	SYSCO	WIPER TOWEL WET GREEN/WH 19X20	8801A5V5	ATLANTIC MILLS	\$	22.52
91												
92	CHEMICALS AND CLEANSERS											
92	5	CLEANER DEGREASER OVEN LIQUID	BRAND	PACK	ITEM #							
94	5	CLEANER DRAIN GREASE DISESTANT	ECOLAB	402 OZ	7715446	4 32OZ	KEYSTON	CLEANER DEGREASER OVEN RTU	610067	ECOLAB	\$	33.61
95	10	CLEANER MULTI SURFACE CITRUS (FLOOR)	SYSCO	172.5 GAL	3078298	1 25GAL	ECOLAB	CLEANER DRAIN GREASE DISESTANT	29610	ECOLAB	\$	164.04
96	5	CLEANER, POWDERED, EPA REGISTERED	COMET C	3/41 GAL	8461073	2 1 GAL	SYSCO	CLEANER ALL PURPOSE ORANGE RTU	6100240	ECOLAB	\$	43.07
97	10	DEGREASER / CLEANER HEAVY DUTY	KEYSTON	24/21 OZ	8435178	24 21 OZ	COMET C	CLEANER PWDR DEODOR W/CHLOR	84835659	PROCTER & GAMBLE	\$	31.38
98	20	DEGREASER / CLEANER HEAVY DUTY	KEYSTON	41 GAL	8412088	4 1 GAL	KEYSTON	DEGREASER HEAVY DUTY RTU	6100242	ECOLAB	\$	50.25
99	20	DEGREASER / CLEANER HEAVY DUTY	KEYSTON	21 GAL	7670021	2 1GAL	KEYSTON	DEGREASER HEAVY DUTY RTU	6100243	ECOLAB	\$	38.80
100	35	DETERGENT - POT & PAN LIQUID, MILD, HANDWASH	SYSCO	471 GAL	8458858	4 1 GAL	SYSCO	DETERGENT POT/PAN LIQ GRN RTU	6100217	ECOLAB	\$	33.01
101	70	DISH MACHINE DETERGENT, LOW TEMP	ECOLAB	46/75 LB	4589529	4 6.75LB	ECOLAB	DETERGENT MACHINE SOLID APEX	17063	ECOLAB	\$	73.54
102	15	POLISH, STAINLESS STEEL, MAINTAINER	KEYSTON	8/16 OZ	8884167	6 16OZ	KEYSTON	POLISH S-5 SATIN SHINE ARSL	6100430	ECOLAB	\$	29.80
103	40	RINSE ADDITIVE, LOW TEMP, DISH MACHINE	KEYSTON	22.5 LB	4589693	2 25LB	ECOLAB	RINSE AID SOLID APEX	16811	ECOLAB	\$	171.80
104	40	TEST STRIP, CHLORINE	ECOLAB	17/00 CT	7640310	3 25GAL	KEYSTON	SANITIZER MACHINE LIQ DISP	6100101	ECOLAB	\$	22.63
104	40	TEST STRIP, CHLORINE	ECOLAB	17/00 CT	4586869	1 100CT	ECOLAB	TEST STRIP CHLORINE	5626	ECOLAB	\$	12.20