

Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Grocery Items to 16 school sites
August 1, 2016 - July 31, 2017
Bid# 17-1020

					Danielsen		
LINE #	CANNED VEGETABLES & FRUITS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
VF1	APPLESAUCE	6#10			20.74	-	
VF3	BEANS, GARBANZO	6#10			16.99	-	
VF4	BEANS, GREEN CUT SPEC 3/4 SV BL	6#10		25	19.51	487.75	
VF6	BEANS, PINTO CANNED	6#10		25	15.59	389.75	
VF8	FRUIT MIX, DICED, LITE SYRUP OR FRUIT JUICE	6/#10			31.12	-	
VF9	HOMINY WHITE	6/#10			16.28	-	SO
VF12	KETCHUP	6#10		15	20.00	300.00	
VF13	CORN, WHOLE KERNEL, VAC-PAK FANCY	6/#10		100	19.83	1,983.00	
VF14	OLIVES, RIPE, SLICED	6#10		5	30.72	153.60	
VF15	ONIONS, DEHYDRATED, CHOPPED	15#		12	44.00	528.00	
VF16	PEACHES, DICED, LITE SYRUP OR FRUIT JUICE	6/#10			24.19	-	
VF17	PEACHES, SLICED, LITE SYRUP OR FRUIT JUICE	6/#10			29.39	-	
VF18	PEARS, DICED, LITE SYRUP OR FRUIT JUICE	6/#10			22.49	-	
VF19	PEARS, SLICED, LITE SYRUP OR FRUIT JUICE	6/#10			27.23	-	
VF20	PEPPERS, JALAPENO, SLICED	6#10		55	21.47	1,180.85	
VF21	PINEAPPLE TIDBIT LITE SYRUP OR FRUIT JUICE	6/#10		10	29.07	290.70	
VF22	POTATO, DEHYDRATED, LOADED BAKED MASHED	12/31 OZ	IDAHOAN #203378	80	58.66	4,692.80	SO New Code is 00348
VF23	SALSA, CHIPOTLE	4/8.5 LB	LA PATRONA	20	52.50	1,050.00	SO
VF24	SALSA, NORTENA	4/8.5 LB	LA PATRONA	20	52.50	1,050.00	SO
VF25	SALSA, VERDE	4/8.5 LB	LA PATRONA	20	52.50	1,050.00	SO
VF26	SAUCE, ENCHILADA, RED	6#10		70	29.92	2,094.40	
VF27	SAUCE, PIZZA	6#10 CANS		20	13.16	263.20	
VF28	TUNA, CANNED OR POUCH	6-66.6OZ		25	44.64	1,116.00	
					Danielsen		
LINE #	FROZEN & REFRIGERATED FOODS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
FZ3	BAGEL PLAIN, WHITE WG	12/6-2OZ	LENDER #00074	20	15.96	319.20	
FZ4	BAGEL MINI W/STRAWBERRY CREAM	72/2.43OZ	PILLSBURY 38413	275	33.08	9,097.00	
FZ5	BAR, BENEFIT, OATMEAL RAISIN	48/2.5OZ	READI-BAKE#40400	25	16.60	415.00	
FZ6	BAR, BENEFIT, BANANA CHOCOLATE	48/2.5OZ	READI-BAKE#40402	350	15.90	5,565.00	
FZ7	BAR, BENEFIT, APPLE CINNAMON	48/2.5OZ	READI-BAKE#40403	100	17.27	1,727.00	
FZ8	BAR, BENEFIT, OATMEAL CHOCOLATE CHIP	48/2.5OZ	READI-BAKE#40401	100	15.34	1,534.00	
FZ9	BAR, BENEFIT, APPLE BLUEBERRY	48/2.5OZ	READI-BAKE #40405	200	18.59	3,718.00	



LINE #	FROZEN & REFRIGERATED FOODS , CONT.	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	Danielsen		
					CASE PRICE	EXTENDED PRICE	COMMENTS
FZ12	BISCUIT, BLUEBERRY WHITE WG (2G)	100/2.5OZ	BRIDGFORD #6246	75	28.57	2,142.75	
FZ13	BISCUIT, MAPLE WHITE WG (2G)	100/2.5OZ	BRIDGFORD #6245	250	28.57	7,142.50	
FZ15	BREADSTICK, HONEY WG 1OZ (1G)	10/18CT	SHANNON'S #SB-730	75	30.44	2,283.00	
FZ16	BREADSTICK DOUGH, CHEESY GARLIC, WG (1G)	320/1.125OZ	BRIDGFORD #6787	200	31.62	6,324.00	
FZ17	BREADSTICK DOUGH, HONEY WHEAT, WG (1G)	360/1.0OZ	BRIDGFORD #6728	25	30.42	760.50	SO
FZ18	BREAD, ALOHA DINNER ROLL WG 1OZ (1G)	8/24 CT	SHANNON'S #SB-210	200	26.68	5,336.00	
FZ19	BREAD, CIABATTA ROLL SLICED WG 2OZ (2G)	12/12CT	SHANNON'S #SB-480	50	43.72	2,186.00	
FZ20	BREAD, DINNER ROLL WG 1OZ (1G)	8/24 CT	SHANNON'S #SB-220	150	23.92	3,588.00	
FZ22	BREAD, HAMBURGER BUN HONEY 4" WG	12/12 CT	SHANNON'S #SB-444		26.58	-	
FZ23	BREAD, HOAGIE ROLL MINI WG, 1.8OZ (2G)	12/12CT	SHANNON'S #SB-800	700	33.57	23,499.00	
FZ25	BREAD, HOT DOG BUN WG 6" 1.8OZ (2G)	24/8 CT	SHANNON'S #SB-960		38.87	-	
FZ26	BREAD, SANDWICH THINS WG 2OZ (2G)	18/8 CT	SHANNON'S #SB-460	30	32.00	960.00	SO
FZ27	BREAD, SLIDER BUN MINI WG, 1OZ (1G)	8/24CT	SHANNON'S #SB-420	375	23.92	8,970.00	
FZ28	BREAD, SLIDER BUN MINI ALOHA WG, 1OZ (1G)	8/24CT	SHANNON'S #SB-410	50	26.98	1,349.00	SO
FZ29	BREAD, TELERA ROLL SLICED WG 2.75OZ (2.5G)	12/12 CT	SHANNON'S #SB-490	25	38.07	951.75	SO
FZ30	BROCCOLI, CUTS FROZEN, GRADE A	20#	INN FOODS	10	12.47	124.70	
FZ31	BROWNIE, LOW FAT WG CHOC CHIP FUDGE I.W.	96/2 OZ	BUENA VISTA BR200WL	10	33.64	336.40	
FZ33	CINNAMON ROLL WG IND. WRAPPED	36/3OZ	GREAT EARTH #70145	250	14.09	3,522.50	
FZ34	CINNAMON ROLL DOUGH, HONEY WHEAT - LAYER PACK	160/2.25OZ	BRIDGFORD #6718	150	33.90	5,085.00	
FZ35	CINNAMON ROLL DOUGH, WHITE WHOLE WHEAT - LAYER	144/2.5OZ	BRIDGFORD #6719	25	33.90	847.50	SO
FZ36	CHEESE CRESCENT MINI ITALIAN STYLE ***USDA COMMODIT	48/5OZ	GIORGIO'S #9074	750	41.12	30,840.00	33 Case Minimum
FZ37	CHEESE, PARMESAN SHREDDED	4/5#		40	60.60	2,424.00	\$3.03# MKT
FZ40	CORN ON COB	96/CS		50	15.16	758.00	
FZ41	CREAM CHEESE, CUP/POUCH	100/1 OZ		50	15.49	774.50	Smithfield; Cups
FZ43	CROISSANT, SLICED, WG	48/2.35OZ	SARA LEE #32100413152	100	28.49	2,849.00	MKT SO
FZ46	FRUIT, FROZEN IQF, PEACH	4/5#		25	26.97	674.17	Inn Foods 30#
FZ48	HOT DOGS, TURKEY, 6", 8X1, CN LABEL	20# 6" 8x1	JENNIE-O #612869	130	24.00	3,120.00	\$1.20#
FZ49	MUFFIN TOP SWEET POTATO CHOC CHIP WG	60/3.2OZ	BUENA VISTA #63215		23.94	-	SO
FZ50	MUFFIN SWEET POTATO OATMEAL WG WRP	60/1.7OZ	BUENA VISTA #64189		17.44	-	SO
FZ51	MUFFIN APPLE CINNAMON WG R/F WRP	60/2OZ	BUENA VISTA #64110		14.76	-	SO
FZ52	MUFFIN BLUEBERRY WG WRP	60/2OZ	BUENA VISTA #64130		14.76	-	
FZ53	MUFFIN SWEET POTATO OATMEAL WG WRP	56/3.5OZ	BUENA VISTA #63269		29.01	-	SO
FZ54	MUFFIN BLUEBERRY WG R/F WRP	40/3OZ	BUENA VISTA #60325		16.32	-	SO
FZ55	MUFFIN BANANA WG IW	72/2OZ	OTIS SPUNKMEYER #10144	75	22.34	1,675.50	
FZ56	MUFFIN BLUEBERRY WG IW	72/2OZ	OTIS SPUNKMEYER #10143	160	22.34	3,574.40	
FZ57	MUFFIN CHOC CHOC CHIP WG IW	72/2OZ	OTIS SPUNKMEYER #10145	25	22.34	558.50	SO
FZ58	MUFFIN BANANA WG IW	48/4OZ	OTIS SPUNKMEYER #10148	100	29.79	2,979.00	
FZ59	MUFFIN BLUEBERRY WG IW	48/4OZ	OTIS SPUNKMEYER #10147	50	29.79	1,489.50	

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LINE #	FROZEN & REFRIGERATED FOODS, CONT.	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
FZ60	MUFFIN CHOCOLATE CHIP WG IW	48/4OZ	OTIS SPUNKMEYER #10149	175	29.79	5,213.25	
FZ61	MUFFIN TOP, BLUEBERRY WG IW	48/3.1OZ	MUFFIN TOWN #01661	50	17.01	850.50	
FZ62	MUFFIN TOP, APPLE CINN WG IW	48/3.1OZ	MUFFIN TOWN #01666	150	17.01	2,551.50	
FZ63	MUFFIN TOP, CHOC CHIP WG IW	48/3.1OZ	MUFFIN TOWN #01618	150	17.01	2,551.50	
FZ64	PANCAKE, HEAT & SERVE, WHOLE GRAIN	144 - 1.14 OZ	AUNT JEMINA #43582	600	17.97	10,782.00	
FZ67	PANCAKE TURKEY SAUSAGE MINI WRAPS WG	2/5#	FOSTER FARMS #96169	150	26.40	3,960.00	
FZ68	PEPPERONI, SLICED 14/16 CT	1/25#	MARGHERITA #22010	150	69.88	10,482.00	
FZ69	POCKET PITA ITALIAN	96/2 OZ	BUENA VISTA	10	17.25	172.50	
FZ70	POLISH SAUSAGE 6-INCH 5x1	10#	Armour #32033	450	22.40	10,080.00	\$2.24#
FZ74	POTATO, HASHED PATTY PRE-BROWNED ***USDA COMMODITY***	2.25 OZ 6/5 LB	SIMPLOT #430018	50	22.85	1,142.50	SO
FZ75	POTATO, SEASONED WEDGES 10 CUT ***USDA COMMODITY***	6/5 LB	SIMPLOT #478010	600	20.04	12,024.00	
FZ76	POTATO, TRADITIONAL FORMED TINY TRIANGLES***USDA COMMODITY***	6/5 LB	SIMPLOT #283010	200	19.83	3,966.00	
FZ78	POTATO, TATOR TOTS "GEMS" ***USDA COMMODITY***	6/5 LB	SIMPLOT #004189	100	17.22	1,722.00	
FZ83	SWEET POTATO SQUARE WG IND. WRAP	36/3OZ	GREAT EARTH #70150	100	16.93	1,693.00	
FZ84	PRETZEL W/ CHEDDAR CHEESE WG	72/2.4OZ	BOSCO #705672	10	26.33	263.30	
FZ86	TORTILLA, FLOUR 10", HAND STRETCHED WHOLE GRAIN	12/10CT	ARANDA	40	16.29	651.60	
FZ87	TORTILLA, FLOUR 8", HAND STRETCHED WHOLE GRAIN	20/10CT	ARANDA	50	18.99	949.50	
FZ90	VEGETALBE BLEND JAPANESE	6/4LB		20	22.64	452.88	Inn Foods 20#
FZ92	WAFFLE DUTCH WHOLE GRAIN	48/5"	J&J SNACK FOODS #4521	350	19.52	6,832.00	
FZ93	WAFFLE STICKS, BELGIAN PREMIUM WHOLE GRAIN	144/1.1 OZ	BELGIAN CHEF	150	20.86	3,129.00	
FZ94	YOGURT, STRAWBERRY	48/4 OZ	DANIMALS #02731	250	11.20	2,800.00	
FZ95	YOGURT, VANILLA	48/4 OZ	DANIMALS #02733	75	11.20	840.00	
FZ109	ICE CUPS, MANGO (HAPPY BIRTHDAY LID)	90/4 OZ	ROSATI ICE #RBDGM	75	28.73	2,154.75	
FZ110	ICE CUPS, STRAWBERRY LEMON (AMERICAN HERO LID)	90/4 OZ	ROSATI ICE #RAHC	200	28.73	5,746.00	
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LINE #	DRY: GROCERIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
G4	CEREAL CHEERIOS BOWLPAK, WG	96 CT	GENERAL MILLS #32262	550	19.95	10,972.50	
G5	CEREAL HONEY NUT CHEERIOS BOWLPAK WG	96 CT	GENERAL MILLS #11918	550	19.95	10,972.50	
G6	CEREAL CINNAMON CHEX BOWLPAK, WG	96 CT	GENERAL MILLS #38387	300	19.95	5,985.00	
G7	CEREAL CINN TOAST CRUNCH BOWLPAK, WG, Red Sugar	96 CT	GENERAL MILLS #29444	550	19.95	10,972.50	
G8	CEREAL TRIX BOWLPAK WG, Red Sugar	96 CT	GENERAL MILLS #31922	100	19.95	1,995.00	
G10	CEREAL BAR CINNAMON TOAST CRUNCH, WG	96 CT	GENERAL MILLS #45576	25	27.21	680.25	
G11	CEREAL BAR GOLDEN GRAHAMS, WG	96 CT	GENERAL MILLS #31913	25	27.21	680.25	
G12	CEREAL BAR TRIX, WG	96 CT	GENERAL MILLS #31915	25	27.21	680.25	
G13	CHOCOLATE CHIP, SEMI SWEET	25LB		10	53.53	535.30	Ambrosia MKT
G15	CRANBERRY, DRIED BLUEBERRY	200/1.16Z	OCEAN SPRAY #23446	100	47.55	4,755.00	MKT SO
G18	CRANBERRY, DRIED STRAWBERRY	200/1.16Z	OCEAN SPRAY #25445	100	47.55	4,755.00	MKT SO
G19	FLOUR, WHITE ENRICHED GRAIN	50#		15	11.80	177.00	Laceys MKT

LINE #	DRY: GROCERIES, CONT.	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	Danielsen		
					CASE PRICE	EXTENDED PRICE	COMMENTS
G23	MAYONNAISE, LITE	1/30 LB		75	23.34	1,750.50	Chef's Pride MKT
G24	PAN COATING, AEROSOL SPRAY, PREMIUM	6/21 OZ	VEGALENE #22021	50	28.52	1,426.00	
G25	PAN COATING, AEROSOL SPRAY, OLIVE MIST	6/14 OZ	VEGALENE #13100	50	25.14	1,257.00	SO Correct Code is #14150
G26	PASTA MACARONI, DRY, WG	2/10 LB			15.29	-	Dakota Growers
G27	PASTA ROTINI PLAIN, DRY, WG	2/10 LB			15.29	-	Dakota Growers
G28	PASTA LASAGNA NOODLE, DRY, WG	12/13.25oz		20	20.04	400.80	Barilla SO
G29	PASTA SPAGHETTI 10", DRY, WG	20 #			15.29	-	Dakota Growers
G30	PEPPER CHILI GREEN DICED	12/27 OZ		25	30.36	759.00	Las Palmas
G32	PEPPERCINI, SLICED	4/1 GAL		20	26.19	523.80	Savor MKT SO
G33	PICKLES, DILL SPEARS 500 CUT	5 GAL		100	20.91	2,091.00	Greenboy 340ct
G34	PICKLES, SL DILL HAM 1/8 CRINKLE CUT	5 GAL 1950CT		200	15.28	3,056.00	Kruger
G35	PICKLE, RELISH SWEET	4/1GAL		5	21.08	105.40	Kruger
G39	PORTION CONDIMENT: ITALIAN DRESSING	200/12GM		25	5.19	129.75	PPI
G40	PORTION CONDIMENT: KETCHUP	1000 / 9 GM		500	14.50	7,250.00	Red Gold
G41	PORTION CONDIMENT: MAYONNAISE	500 / 9 GM		175	15.01	2,626.75	PPI
G42	PORTION CONDIMENT: MUSTARD	500 / 4.5 GM		150	4.57	685.50	PPI
G43	PORTION CONDIMENT: RANCH DRESSING	200/12GM		1000	5.62	5,620.00	PPI
G44	PORTION CONDIMENT: RELISH, PICKLE SWEET	200 / 9 GM		25	5.47	136.75	PPI
G45	PORTION CONDIMENT: SOY SAUCE	500 / 9 GM		10	7.23	72.30	Lady MKT
G46	PORTION CONDIMENT: SWEET & SOUR SAUCE	500/.5OZ		15	16.98	254.70	Double Hi MKT
G47	PORTION CONDIMENT: SYRUP, MAPLE	100/1 OZ		1000	4.59	4,590.00	PPI
G48	PORTION CONDIMENT: TACO SAUCE	500 / 9 GM		175	10.24	1,792.00	PPI
G52	RAISIN SEEDLESS, DARK SEL	144/1.5OZ		55	25.74	1,415.70	Packers 144ct MKT
G53	RICE, BROWN, LONG GRAIN, PARBOILED	25# ONLY		250	10.41	2,602.50	Riceland
G54	SAUCE, BARBECUE, HICKORY FLAVOR	4/1 GAL		50	27.90	1,395.00	Marzetti SO
G55	SEASONING, CHILI DRY MIX			10	16.54	165.40	Foothill Farms 6/8.05oz
G56	SEASONING, ITALIAN DRY MIX			5	39.17	195.85	Foothill Farms 18/6.5oz
G57	SEASONING, RANCH DRY MIX			30	17.05	511.50	Foothill Farms 18/3.2oz
G58	SEASONING, TACO DRY MIX			15	21.18	317.70	KFK 7#
G59	SOUP BASE, CHICKEN			25	31.15	778.75	Foothill Farms 12/16oz
G60	SPICE, BASIL LEAVES			10	6.80	68.00	Tampico 1.5#
G61	SPICE, CHILI POWDER			10	19.42	194.20	Tampico 5#
G62	SPICE, CINNAMON GROUND			10	12.67	126.70	Tampico 5#
G63	SPICE, CUMIN GROUND			5	17.17	85.85	Tampico 5#
G64	SPICE, CREAM OF TARTAR			2	12.00	24.00	Tampico 2#
G65	SPICE, GAR & HERB SEASONING			15	5.09	76.35	KFK 1# SO
G66	SPICE, GARLIC POWDER			35	22.44	785.40	KFK 6#

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LINE #	DRY: GROCERIES, CONT.	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
G67	SPICE, ITALIAN SEASONING			15	4.40	66.00	KFK 12oz
G68	SPICE, MARJORAM LEAVES			5	6.87	34.35	KFK 1.25#
G69	SPICE, MUSTARD SEED POWDER			10	3.26	32.60	KFK 1#
G70	SPICE, NUTMEG GROUND			5	13.20	66.00	KFK 1#
G71	SPICE, ONION POWDER			15	18.18	272.70	Tampico 6#
G72	SPICE, ONION CHOP, DEHYDRATED			5	44.00	220.00	KFK 15#
G73	SPICE, OREGANO			5	9.81	49.05	Tampico 1.5#
G74	SPICE, PARSLEY FLAKES			10	6.40	64.00	KFK 10oz
G75	SPICE, PEPPER GROUND			5	37.64	188.20	KFK 5#
G76	SPICE, THYME			5	9.77	48.85	KFK 2.25#
G79	SUGAR, GRANULATED	25# ONLY		20	12.63	252.60	C&H MKT
G85	VINEGAR, DISTILLED WHITE	4/1GAL		2	9.68	19.36	Rich in All MKT
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LINE #	DRY: BEVERAGES & SNACKS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
BEV10	JUICE APPLE, 100% 6.75oz	36/6.75 OZ	APPLE & EVE	10	8.76	87.60	
BEV11	JUICE FRUIT PUNCH, 100% 6.75oz	36/6.75 OZ	APPLE & EVE	10	8.76	87.60	
BEV12	JUICE ORANGE/TANG 100% 6.75oz	36/6.75 OZ	APPLE & EVE	10	8.76	87.60	
BEV13	JUICE BERRY 100% 6.75oz	36/6.75 OZ	APPLE & EVE	10	8.76	87.60	
BEV17	MILK, SOY ULTRA PLAIN	24/8 OZ	PACIFIC	200	14.96	2,992.00	MKT Pearl
BEV18	WATER, SPRING WATER PLASTIC BOTTLE	35/16.9 OZ	CRYSTAL GEYSER #35001	950	4.32	4,104.00	
BEV19	BEEF JERKY, ORIGINAL, LOW SODIUM	48 /.85oz	JACK LINKS #7721	20	58.01	1,160.20	
BEV20	BEEF JERKY, PEPPERED, LOW SODIUM	48 /.85oz	JACK LINKS #7719	25	58.01	1,450.25	
BEV21	BEEF JERKY, TERIYAKI, LOW SODIUM	48 /.85oz	JACK LINKS #7717	15	58.01	870.15	
BEV27	CHIP BAKED RUFFLES CHEDDAR & SOUR CREAM	60/0.875 oz	FRITO LAY 28400568821	15	16.17	242.55	
BEV34	CHIP POTATO REGULAR LAYS	120/5 OZ	LAYS#198462	500	15.09	7,545.00	
BEV35	CRACKER, CHEEZ-IT ATOMIC CHEDDAR	175/0.75 OZ	CHEEZ-IT #10238	30	35.29	1,058.70	
BEV36	CRACKER, CHEEZ-IT LOCO WG	175CT/.75OZ	CHEEZ-IT #10671	30	35.29	1,058.70	
BEV37	CRACKER, ELF GRAHAM WG; CINNAMON	150/1 OZ	KEEBLER #40221	10	29.77	297.70	
BEV38	CRACKER, ELF GRAHAM WG; CHOCOLATE	150/1 OZ	KEEBLER # 40239	10	29.77	297.70	
BEV39	CRACKER, GOLDFISH CHEDDAR, WG	300/0.75OZ	PEPPERIDGE FARM #18105	50	52.53	2,626.50	MKT
BEV40	CRACKER, GOLDFISH GIANT CINN GRAHAM WG	300-.9 OZ	PEPPERIDGE FARM 15094	25	45.18	1,129.50	MKT
BEV41	CRACKER, GRAHAM, APPLE CINNAMON BEAR, WG	300/2 PK	MJM #403001	60	36.51	2,190.60	
BEV42	CRACKER, GRAHAM, CHOCOLATE BEAR WG	300/2 PK	MJM #402001	60	36.51	2,190.60	
BEV43	CRACKER, GRAHAM, LEMON DINOSAUR, WG	300/2 PK	MJM #409001	60	36.51	2,190.60	
BEV44	CRACKER, GRAHAM, MAPLE WAFFLE, WG	300/2 PK	MJM #408001	60	36.51	2,190.60	
BEV45	CRACKER, SAVORY BITES, WHEAT, WG	155/1 OZ	MJM #801155	50	25.14	1,257.00	
BEV46	FORTUNE COOKIE WG	350CT	KARI-OUT	25	11.12	278.00	Dragon MKT
BEV47	GRANOLA BAR, QUAKER CHEWY, MAPLE BROWN SUGAR	125/1.26 OZ	QUAKER #31441	15	24.03	360.45	

					Danielsen		
LINE #	DRY: BEVERAGES & SNACKS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
BEV48	NUTRI-GRN BAR, WG APPLE CINNAMON	96/1.55OZ	KELLOGGS #59779	110	32.01	3,521.10	
BEV49	NUTRI-GRN BAR, WG BLUEBERRY	96/1.55OZ	KELLOGGS #90819	30	32.01	960.30	
BEV50	NUTRI-GRN BAR, WG STRAWBERRY	96/1.55OZ	KELLOGGS #59772	30	32.01	960.30	
BEV52	PRETZELS, HEARTZELS WG ROLD GOLD	104/0.7OZ	ROLD GOLD#159401	125	28.03	3,503.75	
					Danielsen		
LINE #	CHEMICALS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
C1	BLEACH	3/1 GAL	HOUSE	10	4.63	46.30	MKT

Annual Estimate: \$399,717.56

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July 5, 2016

Marysville Joint Unified School District
Attn: Kathy Cartwright
1919 B Street, Room 106
Marysville, CA 95901

Bid # 17-1020
Due: July 5, 2016, 2:45 p.m.

Terms & Conditions of Food Contracts

BID LEGEND

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

BID DURATION: *August 1, 2016 – June 30, 2017* unless otherwise noted.

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

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

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

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

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

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

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

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

Sincerely, The Danielsen Company, Inc.

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department

1919 B Street

Marysville, California 95901

REQUEST FOR PRICING (RFP)

GROCERY SUPPLIES

BID #17-1020

This is a formal request for pricing on GROCERY SUPPLIES (bid# 17-1020) for the Marysville Joint Unified School District (MJUSD) for the 2016-2017 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901 on or before **Tuesday, July 5, 2016 at 2:45 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Kathy Cartwright by email: kcartwright@mjUSD.com. All questions shall be submitted by email before 9:00am on June 29, 2016.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

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



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

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

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2016 through July 31, 2017. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The bid period is from **August 1, 2016 through July 31, 2017**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- c. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Product Specification

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

4. Deliveries

- a. Deliveries shall be made to a specified location at the school in the MJUSD herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. A minimum of one delivery each week shall be made to each location between the

hours of 5:30am and 10:00am on Monday. When a holiday falls on a Monday, delivery must be made on Friday or Tuesday by 10:00am.

- c. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- d. Deliveries shall be made using refrigerated trucks for frozen and refrigerated products. Frozen products shall be delivered in a frozen state. Refrigerated products shall be delivered at internal temperature of 41 degrees Fahrenheit or lower.
- e. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- f. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery

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

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

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

BASIS OF AWARD

- 1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:

- Up to 40 points based on price
- Up to 30 points based on references
- Up to 15 points based on service and delivery
- Up to 15 points based on quality/grade
- Up to 100 total

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2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. The MJUSD reserves the right to award more than one vendor for the GROCERY SUPPLIES RFP; however, only one vendor will be awarded per line item.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. Samples

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

2. Sanitary and Quality Control Requirements

- a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. **All products shall have a readable code date.**
- d. Dairy products shall have **at least a ten day code date at time of delivery.**
- e. Products bearing an expiration date/shelf life requirement shall meet the following requirements at time of delivery.
 - i. Semi-perishable items shall have a minimum of ten (10) days shelf life remaining.
 - ii. Non-perishable items shall have a minimum of thirty (30) days shelf life remaining.
- f. All products shall be free of off flavors or any other possible contamination.
- g. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- h. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

3. Billing

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

4. Payment

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

5. Addenda or Bulletins

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

6. Execution of Contract

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

7. Default by Bidder

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

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

8. Modification of Contract

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

9. Hold Harmless Clause

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

10. Force Majeure Clause

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

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services

to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

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

13. Permits and Licenses

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

14. Contract Documents

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

15. Cancellation Notice by Supplier

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

16. Cancellation Notice by Marysville Joint Unified School District

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

17. Special Requirements

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

18. Piggyback Clause

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

19. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as

fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within an eight-hour time frame.

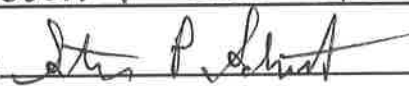
- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Tuesday, July 5, 2016 at or before 2:45 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

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

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 2:45 p.m.

COMPANY NAME: The Danielson Company
ADDRESS: 435 Southgate Court Chico, CA 95928
PHONE #: 530-895-3187 FAX #: 530-895-3987
AUTHORIZED AGENT NAME: Steven P. Schwartz
AUTHORIZED AGENT SIGNATURE: 
EMAIL: Steve@dancfoods.com DATE: July 5, 2016

Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Grocery Items to 16 school sites
August 1, 2016 - July 31, 2017
Bid# 17-1020

Sysco Sacramento Inc							
LINE #	CANNED VEGETABLES & FRUITS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
VF2	BEANS, BBQ BAKED	6#10		100	28.99	2,899.00	8326607-6/#10(BBRLCLS)--
VF5	BEANS, REFRIED VEGTRN DEHY	6/30 OZ		300	20.49	6,147.00	7404619-6/30 OZ(CASASOL)--
Sysco Sacramento Inc							
LINE #	FROZEN & REFRIGERATED FOODS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
FZ11	BEEF SIRLOIN TRI TIP (RAW)	4/16-20#		50	4.25	212.50	343299-4/17#AVG(TWORVRS)--Market; Price p
FZ24	BREAD, HOAGIE ROLL 6" WG, 2.5OZ (2.5G)	18/6CT	SHANNON'S #SB-822	100	28.04	2,804.00	1628415-108/2.5 OZ(SHANNON)--
FZ32	BURITTO, BEAN/CHEESE WG IW ***USDA COM	96CT	FERNANDO'S #05774	50	51.33	2,566.50	8026722-96/4.5OZ(FRNANDO)--
FZ38	CHICKEN PATTY, SPICY, WG BREADED WITH F	75/3 OZ	ADVANCE PIERRE #68029	250	31.38	7,845.00	1665496-75/3 OZ(PIERRE)--
FZ42	CREAM CHEESE, ORIGINAL LOAF/BLOCK	3LB		10	5.46	54.63	2006559-10/3 LB(SYS IMP)--Market
FZ44	FRENCH TOAST STICKS WG	12/2# 324ct	FARM RICH 37720	300	31.25	9,375.00	1339534-12/2LB(FARMRIC)--
FZ45	FRUIT, FROZEN IQF, 4 BERRY BLEND	4/5#		75	51.54	3,865.50	1410976-2/5 LB(SYS IMP)--
FZ47	FRUIT, FROZEN IQF, STRAWBERRY	4/5#		25	26.41	660.25	835625-1/30 LB(PACKER)--
FZ65	PANCAKE, MINI MAPLE WG POUCH	72/3.5 OZ	PILLSBURY #32259	50	27.11	1,355.50	2173118-72/3.5OZ(PILLSBY)--
FZ66	PANCAKE, MINI STRAWBERRY WG POUCH	72/3.5 OZ	PILLSBURY #32261	50	27.11	1,355.50	2173355-72/3.5OZ(PILLSBY)--
FZ85	TOPPING, WHIPPED NON DAIRY ON TOP, BAGS	12/16 OZ		5	32.11	160.55	1169960-12/16 OZ(RICHS)--
FZ88	VEGETALBE BLEND CHFCUT KEY LARGO	6/4LB		135	28.40	3,834.00	9810599-6/4 LB(SYS CLS)--Market
FZ89	VEGETALBE BLEND GARDEN	6/4LB		15	25.12	376.80	1682095-6/4 LB(SYS IMP)--Market
FZ91	VEGETABLE MIX, 5-WAY, FROZEN	20#		5	15.29	76.43	3960192-1/30 LB(SYS IMP)--Market
Sysco Sacramento Inc							
LINE #	DRY: GROCERIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
G1	CAKE MIX, CHOCOLATE LOW FAT	6/5LB	BKRSCLS/5910492	5	60.02	300.10	5910518-6/5LB(BKRSCLS)--
G2	CAKE MIX, WHITE LOW FAT	6/5LB	BKRSCLS/5910492	5	57.57	287.85	5898051-6/5LB(BKRSCLS)--
G3	CAKE MIX, YELLOW LOW FAT	6/5LB	BKRSCLS/5910492	5	57.57	287.85	5908371-6/5LB(BKRSCLS)--
G9	CEREAL GRANOLA NATURE VALLEY LOW FAT	4/50 OZ	GENERAL MILLS #27111	50	40.37	2,018.50	6690675-4/50 OZ(NAT VLY)--
G14	COCONUT SHRD FCY SWEETENED	10 LB		5	23.26	116.30	4504908-1/10 LB(BKRSCLS)--
G16	CRANBERRY, DRIED CHERRY	200/1.16Z	OCEAN SPRAY #23444	50	45.26	2,263.00	2270449-200/1.16OZ(OCNSPRY)--SPO: Marke
G17	CRANBERRY, DRIED ORANGE	200/1.16Z	OCEAN SPRAY #22545	50	45.26	2,263.00	3883299-200/1.16(OCNSPRY)--SPO: Market

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					Sysco Sacramento Inc		
LINE #	DRY: GROCERIES, CONT.	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
G20	GELATIN RED	12/24 OZ		10	29.01	290.10	4010310-12/24 OZ(SYS CLS)--
G21	GRAVY, COUNTRY DRY MIX	8/25 OZ		5	26.12	130.60	34724-6/24 OZ.(SYS IMP)--
G22	GRAVY, TURKEY DRY MIX	8/14 OZ		25	24.88	622.00	4933941-6/11.3OZ(SYS IMP)--
G31	PEPPER RED DICED FCY	24/#300		5	35.73	178.65	6693642-24/#300(SYS IMP)--
G36	POP-TARTS WG STRAWBERRY(SINGLE CNT)	1.76 OZ 12/1	KELLOGG'S #55130	15	36.44	546.60	445062-120/1.76OZ(KELLOGG)--
G37	POP-TARTS WG CINNAMON (SINGLE CNT)	1.76 OZ 12/1	KELLOGG'S #55211	10	36.44	364.40	445088-120/1.76OZ(KELLOGG)--
G38	POP-TARTS WG FROSTED FUDGE (SINGLE CNT)	120/CT/1.76	KELLOGG'S #12070	15	36.44	546.60	3490776-120/1.76OZ(KELLOGG)--
G49	PUDDING MIX CHOCOLATE INST	12/24 OZ		5	29.80	149.00	4010872-12/24 OZ(SYS CLS)--
G50	PUDDING MIX VANILLA INST	12/24 OZ		5	29.74	148.70	4010922-12/24 OZ(SYS CLS)--
G51	RAISIN SEEDLESS, BULK	1/30 LB		5	36.30	181.50	3386712-1/30 LB(SYS IMP)--Market
G77	SUGAR, BROWN, LIGHT	24/1#		25	21.81	545.25	5332473-24/1 LB(C&H)--Market
G78	SUGAR, CONFECTIONER	24/1#		5	21.80	109.00	4738837-24/1 LB(C&H)--Market
G80	STUFFING MIX, TRADITIONAL INST			5	62.18	310.90	3749737-6/58 OZ(UNC BEN)--
G82	SUNFLOWER SEEDS, HOT	1 OZ		10	24.90	249.00	8329054-150/1OZ(DAKGOUR)--Market
G84	VANILLA, IMITATION	4/1GAL		2	26.09	52.19	5239389-6/32 OZ(SYS CLS)--
G86	DRINK, G2 ORANGE GATORADE	24/12 OZ	GATORADE #12204	50	11.08	554.00	6976023-24/12 OZ(GATRADE)--
G87	DRINK, G2 FREEZE GATORADE	24/12 OZ	GATORADE #12007	50	11.08	554.00	8170963-24/12 OZ(GATRADE)--
G88	DRINK, G2 BERRY GATORADE	24/12 OZ	GATORADE #13297	50	11.08	554.00	1133398-24/12 OZ(GATRADE)--
G89	DRINK, G2 FRUIT PUNCH GATORADE	24/12 OZ	GATORADE #13585	50	11.08	554.00	8567093-24/12OZ(GATRADE)--
G90	DRINK, G2 GRAPE GATORADE	24/12 OZ	GATORADE #12203	50	11.08	554.00	6975987-24/12 OZ(GATRADE)--
G91	DRINK, PROPEL ZERO, BERRY	24/16.9OZ	PROPEL #00169	3200	12.53	40,096.00	7381245-24/16.9OZ(PROPEL)--
G92	DRINK, PROPEL ZERO, STRAWBERRY KIWI	24/16.9OZ	PROPEL #00171	3500	12.53	43,855.00	7389756-24/16.9OZ(PROPEL)--
G93	DRINK, PROPEL ZERO, LEMON	24/16.9OZ	PROPEL #00167	2400	12.53	30,072.00	7389774-24/16.9OZ(PROPEL)--
G94	DRINK, PROPEL ZERO, GRAPE	24/16.9OZ	PROPEL #173	2000	12.53	25,060.00	7389766-24/16.9(PROPEL)--SPO
G95	DRINK, NAKED, BLUE MACHINE	8/10 OZ	NKDJUCE #3773625	35	10.13	354.55	3773625-8/10 oz(NKDJUCE)--SPO
G96	DRINK, NAKED, BERRY BLAST	8/10 OZ	NKDJUCE #8697411	35	10.13	354.55	8697411-8/10 OZ(NKDJUCE)--
G97	DRINK, NAKED, GREEN MACHINE	8/10 OZ	NKDJUCE #8703660	35	10.13	354.55	8703660-8/10 OZ(NKDJUCE)--
G98	DRINK, NAKED, STRAWBERRY BANAN	8/10 OZ	NKDJUCE #0097008	35	10.13	354.55	97008-8/10 OZ(NKDJUCE)--
G99	DRINK, NAKED, MIGHTY MANGO	8/10 OZ	NKDJUCE #8697423	35	10.13	354.55	8697423-8/10 OZ(NKDJUCE)--

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

sysco.com

July 5, 2016

Nutritional Services
Marysville Joint Unified School District
1919 B Street, Room 201
Marysville, California 95901
530-749-6177

RE: Grocery Bid #17-1020

Dear Kathy Cartwright:

Enclosed, please find the Sysco Sacramento, Inc. quote for the 2016-2017 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, 2017. Should we receive notification from our manufacturer of price changes due to the instability in the market, freight increase or if contract pricing with the manufacturer cannot be extended, we will give you written notice of our intention to change prices, as well as establish new guarantee dates. We will use the same margins on the new cost as we used in computing the attached quotes. Items marked '**Market**' will change up or down weekly with the commodity market.

Some items are not currently stocked here at our warehouse; therefore these items may need to be special ordered. These items are marked on the Sysco Specification Sheet as "**SPO**". Special order items have a minimum two-week lead-time. I have also included alternates to some items on the BID and they too are listed on the Sysco Specification Sheet. Also, for items that have various flavors I have stated "Various Flavors". Please see the Sysco Specification Sheet for those as well.

***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 2016-2017 school year calendars along with fall menus be included with any award packet. This is just to insure that your bid pricing is correct in our system and we have enough stock to meet your delivery on time throughout the school year.*

AS SENT
YEAR

2016-17
88 75th

120

Should you have any questions regarding this bid, pack sizes, pricing, nutritional specs or need a sample please let me know.

Thank you,

Sallie Smyers

Contract and Bid Specialist

Sysco Sacramento, Inc.

Tele: 916.569.7033

Fax: 877.570.1503

Smvers.Sallie@sac.sysco.com

cc: John Joosten

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP) **GROCERY SUPPLIES** **BID #17-1020**

This is a formal request for pricing on GROCERY SUPPLIES (bid# 17-1020) for the Marysville Joint Unified School District (MJUSD) for the 2016-2017 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901 on or before **Tuesday, July 5, 2016 at 2:45 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Kathy Cartwright by email: kcartwright@mjUSD.com. All questions shall be submitted by email before 9:00am on June 29, 2016.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

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

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

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

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2016 through July 31, 2017. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The bid period is from **August 1, 2016 through July 31, 2017**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- c. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Product Specification

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

4. Deliveries

- a. Deliveries shall be made to a specified location at the school in the MJUSD herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. A minimum of one delivery each week shall be made to each location between the

hours of 5:30am and 10:00am on Monday. When a holiday falls on a Monday, delivery must be made on Friday or Tuesday by 10:00am.

- c. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- d. Deliveries shall be made using refrigerated trucks for frozen and refrigerated products. Frozen products shall be delivered in a frozen state. Refrigerated products shall be delivered at internal temperature of 41 degrees Fahrenheit or lower.
- e. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- f. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery

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

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

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

BASIS OF AWARD

- 1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:

- Up to 40 points based on price
- Up to 30 points based on references
- Up to 15 points based on service and delivery
- Up to 15 points based on quality/grade
- Up to 100 total

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2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. The MJUSD reserves the right to award more than one vendor for the GROCERY SUPPLIES RFP; however, only one vendor will be awarded per line item.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. Samples

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

2. Sanitary and Quality Control Requirements

- a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. **All products shall have a readable code date.**
- d. Dairy products shall have **at least a ten day code date at time of delivery.**
- e. Products bearing an expiration date/shelf life requirement shall meet the following requirements at time of delivery.
 - i. Semi-perishable items shall have a minimum of ten (10) days shelf life remaining.
 - ii. Non-perishable items shall have a minimum of thirty (30) days shelf life remaining.
- f. All products shall be free of off flavors or any other possible contamination.
- g. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- h. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

3. Billing

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

4. Payment

Payment will be net 30 days. Any discounts, which the vendor desires to provide MJUSD, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of 2/10 % 2/10 days.

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5. Addenda or Bulletins

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

6. Execution of Contract

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

7. Default by Bidder

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

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

8. Modification of Contract

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

9. Hold Harmless Clause

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

10. Force Majeure Clause

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

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services

to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

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

13. Permits and Licenses

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

14. Contract Documents

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

15. Cancellation Notice by Supplier

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

16. Cancellation Notice by Marysville Joint Unified School District

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

17. Special Requirements

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

18. Piggyback Clause

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

19. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as

fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within an eight-hour time frame.

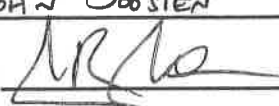
- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Tuesday, July 5, 2016 at or before 2:45 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

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

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 2:45 p.m.

COMPANY NAME: Sysco Sacramento, Inc.
ADDRESS: 7062 PACIFIC AVENUE, PLEASANT GROVE, CA 95668
PHONE #: 916-569-7273 // 916-569-7000 FAX #: 877-569-6948
AUTHORIZED AGENT NAME: JOHN JOOSTEN
AUTHORIZED AGENT SIGNATURE: 
EMAIL: JOOSTEN.JOHN@SAC.SYSCO.COM DATE: 6/25/2016

					Sysco Sacramento Inc		
LINE #	DRY: BEVERAGES & SNACKS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
BEV1	DRINK, IZZE, BLACKBERRY	24/8.4OZ	IZZEBEV #5152932	50	12.09	604.50	5152932-24/8.4 OZ(IZZEBEV)--
BEV2	DRINK, IZZE, CLEMENTINE, SPRKLG	24/8.4OZ	IZZEBEV #6204640	50	12.09	604.50	6204640-24/8.4 OZ(IZZEBEV)--
BEV3	DRINK, IZZE, APPLE	24/8.4OZ	IZZEBEV #5152966	50	12.09	604.50	5152966-24/8.4 OZ(IZZEBEV)--
BEV4	DRINK, IZZE, POMEGRANTE	24/8.4OZ	IZZEBEV #5152974	50	12.09	604.50	5152974-24/8.4 OZ(IZZEBEV)--
BEV5	DRINK, IZZE, GRAPEFRUIT	24/8.4OZ	IZZEBEV #5152949	50	12.09	604.50	5152949-24/8.4 OZ(IZZEBEV)--
BEV6	DRINK, IZZE, BLACKBERRY	24/8.4OZ	IZZEBEV #3445754	50	12.09	604.50	5152932-24/8.4 OZ(IZZEBEV)--
BEV22	CHEX MIX, HOT & SPICY	60/.92 OZ	GENERAL MILLS #31934	14	20.10		1899200-60/.92 OZ(GM)--
BEV23	CHIP REDUCED FAT WGDORITOS NACHO CHE	72/1 OZ	FRITO LAY #6626774	25	19.10		6626774-72/1 OZ(DORITOS)--
BEV24	CHIP REDUCED FAT WGDORITOS COOLER RA	72/1 OZ	FRITO LAY #5073130	20	19.10		5073130-72/1 OZ(DORITOS)--
BEV25	CHIP REDUCED FAT WGDORITOS SPICY SWE	72/1 OZ	FRITO LAY #7700812	25	19.10		7700812-72/1 OZ(DORITOS)--
BEV26	CHIP BAKED LAYS POTATO CRIPS SOUR CRE	60/0.875 oz	FRITO LAY #3232725	15	15.91		3232725-60/.875OZ(BKDLAYS)--
BEV28	CHIP BAKED LAYS POTATO CRISPS BBQ	60/0.875 oz	FRITO LAY #8063190	15	15.91	238.65	8063190-60/.875OZ(BKDLAYS)--
BEV29	CHIP BAKED CHEETOS CRUNCHY	104/0.88 oz	FRITO LAY #6376297	20	27.59	551.80	9978982-104/.875OZ(CHEETOS)--
BEV30	CHIP BAKED CHEETOS CRUNCHY FLAM'IN HO	104/0.88 oz	FRITO LAY #9978982	400	23.55	9,420.00	6376297-104/.875OZ(CHEETOS)--
BEV31	CHIP REDUCED FAT CHEETOS PUFFS - MELL	72/0.7 oz	FRITO LAY #2255848	20	19.10	382.00	2255848-72/0.7 OZ(CHEETOS)--
BEV32	CHIP REDUCED FAT CHEETOS PUFFS - FLAM	72/0.7 oz	FRITO LAY #2255804	20	19.10	382.00	2255804-72/0.7 OZ(CHEETOS)--
BEV33	CHIP KIDS SNACK MIXWG MUNCHIES	104/.875 OZ	FRITO LAY #36308	20	27.59	551.80	5073089-104/.875OZ(QUAKER)--
BEV51	POPCORN, SMARTFOOD DELIGHT, WHITE CHE	72/0.875 OZ	FRITO LAY #25566	25	19.10	477.50	2734842-72/.5 OZ.(SMARTFD)--
BEV53	RICE KRISPIES TREATWG	4/20CT	KELLOGG'S #11052	40	34.37	1,374.80	2880189-80/1.41OZ(KELLOGG)--
					Sysco Sacramento Inc		
LINE #	CHEMICALS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
C2	DETERGENT POT/PAN LIQ GRN	1 GAL	HOUSE	10	2.01	20.08	8458856-4/1 GAL(SYS REL)
C3	CLEANER POWDER, COMET	24/21OZ		5	30.19	150.95	8435178-24/21 OZ(COMET C)

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Annual Estimaste: \$216,351.58

Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Grocery Items to 16 school sites
August 1, 2016 - July 31, 2017
Bid# 17-1020

					Pro Pacific Fresh		
LINE #	FROZEN & REFRIGERATED FOODS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
FZ71	POTATO, DELI ROASTERS, 1" CUBE ***USDA C	6/5 LB	MCCAIN #MCF03927		25.40	-	McCain
FZ72	POTATO, FRY 3/8" STRAIGHT SEASONED ***US	6/5 LB	MCCAIN #MCX03621	200	19.60	3,920.00	McCain
FZ73	POTATO, FRY 3/8" OVATION STRT ***USDA C	6/5 LB	MCCAIN #MCF03762	50	19.60	980.00	McCain
FZ77	POTATO, TATER TOTS RED SODIUM ***USDA C	6/5 LB	MCCAIN #10000002789	350	21.85	7,647.50	McCain
FZ96	YOGURT, STRAWBERRY	48/4 OZ	UPSTATE FARM	100	12.78	1,278.00	
FZ97	YOGURT, BLUEBERRY	48/4 OZ	UPSTATE FARM	100	12.78	1,278.00	
FZ98	YOGURT, RASPBERRY	48/4 OZ	UPSTATE FARM	100	12.78	1,278.00	
FZ99	YOGURT, PEACH	48/4 OZ	UPSTATE FARM	100	12.78	1,278.00	
FZ100	YOGURT, CHERRY/VANILLA	48/4 OZ	UPSTATE FARM	50	12.78	639.00	
FZ101	YOGURT, STRAWBERRY/BANANA	48/4 OZ	UPSTATE FARM	50	12.78	639.00	
FZ102	YOGURT, VANILLA	12/8 OZ	UPSTATE FARM	5	7.49	37.45	
FZ103	YOGURT, BLUEBERRY	12/8 OZ	UPSTATE FARM	1000	7.49	7,490.00	
FZ104	YOGURT, PEACH	12/8 OZ	UPSTATE FARM	1000	7.49	7,490.00	
FZ105	YOGURT, STRAWBERRY/BANANA	12/8 OZ	UPSTATE FARM	1000	7.49	7,490.00	
FZ106	YOGURT, VANILLA	6/64 OZ	ParfaitPro #16632	200	26.89	5,378.00	
FZ107	YOGURT, STRAWBERRY	6/64 OZ	ParfaitPro #16631	25	26.89	672.25	
					Pro Pacific Fresh		
LINE #	DRY: GROCERIES	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
G81	SUNFLOWER SEEDS, LIGHTLY SALTED	1 OZ		300	26.50	7,950.00	150ct
G83	SUNFLOWER SEEDS, HONEY	1 OZ		200	27.50	5,500.00	150ct
					Pro Pacific Fresh		
LINE #	DRY: BEVERAGES & SNACKS	PACK	BRAND & PRODUCT CODE	ESTIMATED ANNUAL USAGE	CASE PRICE	EXTENDED PRICE	COMMENTS
BEV14	JUICE, V BLEND DRAGON PUNCH	44/4.23 OZ	COUNTRY PURE FOOD	2000	13.41	26,820.00	
BEV15	JUICE, V BLEND SUNSET SIP	44/4.23 OZ	COUNTRY PURE FOOD	100	15.11	1,511.00	
BEV16	JUICE, V BLEND WANGO MANGO	44/4.23 OZ	COUNTRY PURE FOOD	2500	13.41	33,525.00	

Annual Estimate: \$122,801.20



Marysville Joint Unified School District
Attn: Kathy Cartwright, Purchasing Department
1919 B. Street, Room 106
Marysville, CA. 95901

July 1, 2016

Dear Mrs. Cartwright:

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 Les Abernathy and Angie Haggerty.

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

Angie Haggerty
ahaggerty@propacificfresh.com
Office (530) 893-0596 ext. 4625
Cell 530-518-7915

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.

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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 2016-2017 school year to keep our future happy and healthy!

July 1, 2016

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

Les Abernathy
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
Office (530) 893-0596 ext. 4625
Cell 530-518-7915

FAX (530) 893-0679

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

REQUEST FOR PRICING (RFP) GROCERY SUPPLIES BID #17-1020

This is a formal request for pricing on GROCERY SUPPLIES (bid# 17-1020) for the Marysville Joint Unified School District (MJUSD) for the 2016-2017 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjusd.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901 on or before **Tuesday, July 5, 2016 at 2:45 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Kathy Cartwright by email: kcartwright@mjusd.com. All questions shall be submitted by email before 9:00am on June 29, 2016.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

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

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

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

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2016 through July 31, 2017. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The bid period is from **August 1, 2016 through July 31, 2017**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- c. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Product Specification

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

4. Deliveries

- a. Deliveries shall be made to a specified location at the school in the MJUSD herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. A minimum of one delivery each week shall be made to each location between the

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hours of 5:30am and 10:00am on Monday. When a holiday falls on a Monday, delivery must be made on Friday or Tuesday by 10:00am.

- c. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- d. Deliveries shall be made using refrigerated trucks for frozen and refrigerated products. Frozen products shall be delivered in a frozen state. Refrigerated products shall be delivered at internal temperature of 41 degrees Fahrenheit or lower.
- e. Products not meeting the MJUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- f. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Points of Delivery

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

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

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

BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:

- Up to 40 points based on price
- Up to 30 points based on references
- Up to 15 points based on service and delivery
- Up to 15 points based on quality/grade
- Up to 100 total

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2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. The MJUSD reserves the right to award more than one vendor for the GROCERY SUPPLIES RFP; however, only one vendor will be awarded per line item.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. Samples

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

2. Sanitary and Quality Control Requirements

- a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. **All products shall have a readable code date.**
- d. Dairy products shall have **at least a ten day code date at time of delivery.**
- e. Products bearing an expiration date/shelf life requirement shall meet the following requirements at time of delivery.
 - i. Semi-perishable items shall have a minimum of ten (10) days shelf life remaining.
 - ii. Non-perishable items shall have a minimum of thirty (30) days shelf life remaining.
- f. All products shall be free of off flavors or any other possible contamination.
- g. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- h. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

3. Billing

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

4. Payment

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

5. Addenda or Bulletins

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

6. Execution of Contract

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

7. Default by Bidder

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

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

8. Modification of Contract

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

9. Hold Harmless Clause

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

10. Force Majeure Clause

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

11. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services

to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

12. Governing Law and Venue

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

13. Permits and Licenses

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

14. Contract Documents

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

15. Cancellation Notice by Supplier

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

16. Cancellation Notice by Marysville Joint Unified School District

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

17. Special Requirements

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

18. Piggyback Clause

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

19. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as

fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within an eight-hour time frame.

- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Tuesday, July 5, 2016 at or before 2:45 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

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

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 2:45 p.m.

COMPANY NAME: ProPacific Fresh

ADDRESS: P.O. Box 1069 Durham, CA 95938

PHONE #: 530-893-0596 **FAX #:** 530-893-0679

AUTHORIZED AGENT NAME: Les Abernathy

AUTHORIZED AGENT SIGNATURE: 

EMAIL: labernathy@propacificfresh.com **DATE:** 7/01/16

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Marysville Joint Unified School District

Nutrition Services

Price Quote for Delivery of Non-Food Supplies to a single location

August 1, 2016 - July 31, 2017

RFP #17-1021

				Crown Distributing			
LINE #	NON-FOOD SUPPLIES	PACK	ESTIMATED ANNUAL USAGE	BRAND & PRODUCT CODE	CASE PRICE	EXTENDED PRICE	COMMENTS
S3	BAG, FOIL, MARKED: CHEESEHAMBURGER 6X0.75X6.5	1000CT	14	Brown Paper 5A22	24.07	336.98	
S4	BAG, FOIL, MARKED: CHICKEN 6X0.75X6.5	1000CT	14	Brown Paper 5A16	25.34	354.76	
S5	BAG, FOIL, MARKED: HAMBURGER 6X0.75X6.5	1000CT	8	Brown Paper 5A06	24.28	194.24	
S6	BAG, FOIL, MARKED: SANDWICH 6X0.75X6.75	1000CT	58	Brown Paper 5A02	26.37	1,529.46	
S7	BAG, FOIL, UNMARKED 6X0.75X6.75	1000CT	58	Brown Paper 5A04	23.41	1,357.78	
S12	BOWL, POLYPROPYLENE, 8OZ	500CT	10	Anchor Incredibowl 4604804	33.40	334.00	
S13	BOWL, POLYPROPYLENE, 12OZ	500CT	10	Anchor Incredibowl 4605816	31.62	316.20	
S14	LID, POLYPROPYLENE, FITS 8OZ/12OZ	500CT	5	Anchor Incredibowl 4335802	37.01	185.05	
S15	BOX, PIZZA 14"	50CT	100	GTS 14PIZWH	13.69	1,369.00	
S18	CUP, BAKING PAPER FLTD, FITS STANDARD MUFFIN TIN	500CT	10	Hoffmast477602450200	2.19	21.90	
S19	CUP, BAKING PAPER FLTD, FITS JUMBO MUFFIN TIN	500CT	8	Hoffmast477602550300	3.43	27.44	
S32	FILM, PLASTIC 18" X 2000' / ROLL	SINGLE	50	AEP 30550400	12.16	608.00	
S33	FOIL- SHEET 9"X10 3/4"	6/500CT	20	GTS pops9	33.86	677.20	
S35	GLOVE, POLY CST, DISPOSABLE, SMALL	100CT	250	Goldmax 1510	0.41	103.15	5000CT
S36	GLOVE, POLY CST, DISPOSABLE, MEDIUM	100CT	400	Goldmax 1509	0.41	165.04	5000CT
S37	GLOVE, POLY CST, DISPOSABLE, LARGE	100CT	150	Goldmax 1508	0.41	61.89	5000CT
S38	GLOVE, VINYL FOODSERVICE, PWDRFREE, MEDIUM	100CT	550	Impact 8961	1.99	1,094.50	
S39	GLOVE, VINYL FOODSERVICE, PWDRFREE, LARGE	100CT	150	Impact 8961	1.99	298.50	
S40	GLOVE, VINYL FOODSERVICE, PWDRFREE, EXTRA LARGE	100CT	75	Impact 8961	1.99	149.25	
S44	LINERS, PAPER, PIZZA/SAND WRAP, WHITE, 14x14	4/1000CT	10	Brown Paper 7G14	46.45	464.50	
S45	LINERS, PAPER, PIZZA/SAND WRAP, RED CHECKER, 14x14	4/1000CT	10	Brown Paper 7515-R	68.68	686.80	
S50	OVEN, PAN GRABBER, 8.5"x11.5"	3PK	50	167WEB	5.28	264.00	EACH
S51	PAD SCOUR XHV NYLON 3.5X6	20CT	15	Boardwalk 96N	5.19	77.85	
S52	TEST STRIP CHLORINE	100CT	15	FMP 142-1362	1.56	23.40	
S53	THERMOMETER, FREEZER/REFR, -40F - 80F	2PK	20	Update THRE-20	1.67	33.40	
S54	THERMOMETER, OVEN, 100F - 600F	SINGLE	25	Update THOV-20	1.67	41.75	
S56	TOWEL, DISPOSABLE, GREEN/WHITE 13X20	200CT	75	Task FS-N8140	14.34	1,075.50	12x21 Dimensions, Pink Color
S63	UTENSIL PACK, FORK W/ NAPKIN & STRAW (5-5/8" BLUE)	1000CT	500	Goldmax SK7	16.12	8,060.00	

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Annual Estimate: \$19,911.54

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP) **NON-FOOD SUPPLIES** **BID #17-1021**

This is a formal request for pricing on NON-FOOD SUPPLIES (bid# 17-1021) for the Marysville Joint Unified School District (MJUSD) for the 2016-2017 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901 on or before **Tuesday, July 5, 2016 at 3:00 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Kathy Cartwright by email: kcartwright@mjUSD.com. All questions shall be submitted by email before 9:00am on June 29, 2016.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

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

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

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

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2016 through July 31, 2017. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The bid period is from **August 1, 2016 through July 31, 2017**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- c. A response to any specific item of this bid with terms such as “negotiable,” “will negotiate,” or similar, will be deemed non-responsive to that specific item.

3. Product Specification

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

4. Deliveries

- a. Deliveries shall be made to a single location at the MJUSD Warehouse, unless otherwise arranged with the Director of Nutrition Services.
- b. Warehouse delivery hours are between 7:00am and 3:00pm, closed from 11:00-12:00pm.

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- c. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- d. Products not meeting the MJUSD quality standards shall be replaced within 72 hours by the vendor at no additional cost.
- e. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Point of Delivery

District Warehouse

1919 B Street

Marysville 95901

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

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

BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:
 - Up to 40 points based on price
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2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. The MJUSD reserves the right to award more than one vendor for the NON-FOOD SUPPLIES RFP; however, only one vendor will be awarded per line item.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. Samples

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

2. Sanitary and Quality Control Requirements

- a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either

replacement product or credit in exchange for recalled/removed product.

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- a. The vendor shall provide an invoice at time of delivery at each location. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
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- c. The MJUSD requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the MJUSD Nutrition Services Director shall conduct the audit.

4. **Payment**

Payment will be net 30 days. Any discounts, which the vendor desires to provide MJUSD, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of 1 % 14 days.

5. **Addenda or Bulletins**

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

6. **Execution of Contract**

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

7. **Default by Bidder**

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

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

8. **Modification of Contract**

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

9. **Hold Harmless Clause**

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

officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. Force Majeure Clause

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

11. Prevailing Law

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

12. Governing Law and Venue

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

13. Permits and Licenses

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

14. Contract Documents

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

15. Cancellation Notice by Supplier

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

16. Cancellation Notice by Marysville Joint Unified School District

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

17. Special Requirements

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

18. Piggyback Clause

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

19. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

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

21. Bid Opening

Bid packets will be opened but not read Tuesday, July 5, 2016 at or before 3:00 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

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

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 3:00 p.m.

COMPANY NAME: Crown Distributing, Inc.

ADDRESS: 1115 W Sunset Blvd. Rocklin CA 95765

PHONE #: 916-645-9124

FAX #: 916-645-9140

AUTHORIZED AGENT NAME: Justin Booth

AUTHORIZED AGENT SIGNATURE: _____

EMAIL: jbooth@crown.supplies

DATE: 7/5/16

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Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Non-Food Supplies to a single location
August 1, 2016 - July 31, 2017
RFP #17-1021

LINE #	NON-FOOD SUPPLIES	PACK	ESTIMATED ANNUAL USAGE	Danielsen			
				BRAND & PRODUCT CODE	CASE PRICE	EXTENDED PRICE	COMMENTS
S2	BAG, FRENCH FRY PLAIN 4.5X4.5	2000CT	9	Zenith 6535	11.16	100.44	MKT
S8	BAG, PLASTIC, SANDWICH (FOLD OVER) 7.5X7	2000CT	5	IBS PB675675	5.64	28.20	
S9	BAG, PLASTIC, HI-DEN SADDLE 6.5X7	2000CT	3	IBS PC657SP	9.17	27.51	MKT
S23	CUP, PLASTIC, CLEAR 4OZ	1000CT	50	Dart 400PC	17.136		MKT 2500ct
S24	LID, PLASTIC, CLEAR, FITS 4OZ	1000CT	30	Dart PL4N	12.196		MKT 2500ct
S25	CUP, FOAM, 4OZ SQUAT	1000CT	30	Dart 4J6	17.44		MKT
S26	LID, FITS 4OZ	1000CT	20	Dart 6JL	10.59		MKT
S34	FOIL, ALUMINUM HEAVY DUTY, 18"X1000'	SINGLE	75	WP 299	35.15	2,636.250	
S41	HAIR NET	10/140CT	15	Goldmax 21521	100.90	1,513.458	10-144ct
S43	LINERS, PAPER BAKERY PAN, 16x24	1000CT	150	Patersen 2405161	26.83	4,024.500	
S48	NAPKINS, DISPENSER 7"X13.5"	40/250CT	5	Packers TFOLDNAPK	19.24	96.200	MKT
S59	TRAY, PAPER, RED PLAID, 2.5 LB #250	2/250CT	60	Southern 0521	13.08	784.800	
S60	TRAY, PAPER, RED PLAID, 2 LB #200	4/250CT	50	Golden West FT200KB	14.36	718.000	
S61	TRAY, PAPER, RED PLAID, 1 LB #100	4/250CT	50	Golden West FT100KB	13.01	650.500	
S62	TRAY, PAPER, RED PLAID, 1/2 LB #50	4/250CT	50	Southern 0509	13.55	677.500	
S64	UNTENSIL PACK, SPORK W/ NAPKIN & STRAW (5-5/8" BLUE)	1000CT	1200	Danco Blue	11.03	13,236.000	

Annual Estimate: \$24,493.36



July 5, 2016

Marysville Joint Unified School District
Attn: Kathy Cartwright
1919 B Street, Room 106
Marysville, CA 95901

Bid # 17-1021
Due: July 5, 2016, 3:00 p.m.

Terms & Conditions of Food Contracts

BID LEGEND

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

BID DURATION: *August 1, 2016 – June 30, 2017* unless otherwise noted.

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

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

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

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

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

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

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

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

Sincerely, The Danielsen Company, Inc.

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

**REQUEST FOR PRICING (RFP)
NON-FOOD SUPPLIES
BID #17-1021**

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7. Default by Bidder

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

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

8. Modification of Contract

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

9. Hold Harmless Clause

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

officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. Force Majeure Clause

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

11. Prevailing Law

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

12. Governing Law and Venue

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

13. Permits and Licenses

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

14. Contract Documents

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

15. Cancellation Notice by Supplier

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

16. Cancellation Notice by Marysville Joint Unified School District

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

17. Special Requirements

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

18. Piggyback Clause

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

19. Bid Extension

In accordance with Section 39644 of the Education Code, Marysville Joint Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

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

21. Bid Opening

Bid packets will be opened but not read Tuesday, July 5, 2016 at or before 3:00 p.m. Parties that submitted a proposal may request an appointment to review pricing. Contact Amber Watson at the Nutrition Services Office: 530-749-6178.

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

- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 3:00 p.m.

COMPANY NAME: The Danielsen Company
ADDRESS: 435 Southgate Court Chico, CA 95928
PHONE #: 530-895-3187 FAX #: 530-895-3987
AUTHORIZED AGENT NAME: Steven P. Schwartz
AUTHORIZED AGENT SIGNATURE: [Signature]
EMAIL: Steve@dancfoods.com DATE: July 5, 2016

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Marysville Joint Unified School District
Nutrition Services
Price Quote for Delivery of Non-Food Supplies to a single location
August 1, 2016 - July 31, 2017
RFP #17-1021

LINE #	NON-FOOD SUPPLIES	PACK	ESTIMATED ANNUAL USAGE	Sysco			
				BRAND & PRODUCT CODE	CASE PRICE	EXTENDED PRICE	COMMENTS
S1	APRON, WHITE DISPOSABLE BIB FIRE RETARD	10/100CT	10	5330873-SYSCO	72.34	723.40	5/100 CT-
S10	BAG, PLASTIC, ZIPPER LOCK, GALLON	250CT	25	7863634-SYS CLS	10.33	258.25	1/250CT-
S11	BAG, PLASTIC, ZIPPER LOCK, QUART	250CT	20	7863540-SYS CLS	6.115	122.30	1/500CT-
S17	COVER BUN RACK CLR ROLL	50ct	10	5854377-SYSCO	11.88	118.80	1/50CT-
S42	ICE MAT/PILLOW	50CT	20	6752596-THRMOSF	159.32	3,186.40	1/50 LB-Drop Ship
S46	LINERS, PANSAVER OVENABLE, DEEP, 1/2 PAN SIZE	100CT	25	754259-HANGARD	3.456	86.40	250/24X17-
S47	LINERS, PANSAVER OVENABLE, DEEP, FULL PAN SIZE	100CT	60	9719816-HANGARD	23.37	1,402.20	100/34X16-
S55	THERMOMETER WIPES	1/200CT	15	1953686-COOPER	7.58	113.70	1/200 CT-
S57	TRAY, FOAM, 5 COMPARTMENT SCHOOL LUNCH	500CT	2000	430294-SYS CLS	17.81	35,620.00	4/125CT-
S58	TRAY, FOAM, MEAT 8"X5.5"X1"	500CT	1000	7320641-PACTIV	12.31	12,310.00	500/CT-

Annual Estimate: \$53,941.45

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

sysco.com

July 5, 2016

Nutritional Services
Marysville Joint Unified School District
1919 B Street, Room 201
Marysville, California 95901
530-749-6177

RE: Non-Food Supplies Bid #17-1021

Dear Kathy Cartwright:

Enclosed, please find the Sysco Sacramento, Inc. quote for the 2016-2017 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, 2017. Should we receive notification from our manufacturer of price changes due to the instability in the market, freight increase or if contract pricing with the manufacturer cannot be extended, we will give you written notice of our intention to change prices, as well as establish new guarantee dates. We will use the same margins on the new cost as we used in computing the attached quotes. Items marked '**Market**' will change up or down weekly with the commodity market.

Some items are not currently stocked here at our warehouse; therefore these items may need to be special ordered. These items are marked on the Sysco Specification Sheet as "**SPO**". Special order items have a minimum two-week lead-time. I have also included alternates to some items on the BID and they too are listed on the Sysco Specification Sheet. Also, for items that have various flavors I have stated "Various Flavors". Please see the Sysco Specification Sheet for those as well.

***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 2016-2017 school year calendars along with fall menus be included with any award packet. This is just to insure that your bid pricing is correct in our system and we have enough stock to meet your delivery on time throughout the school year.*

**AS SENT
YEAR**

2016-17
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Should you have any questions regarding this bid, pack sizes, pricing, nutritional specs or need a sample please let me know.

Thank you,

Sallie Smyers

Contract and Bid Specialist

Sysco Sacramento, Inc.

Tele: 916.569.7033

Fax: 877.570.1503

Smvers.Sallie@sac.sysco.com

cc: John Joosten

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Purchasing Department
1919 B Street
Marysville, California 95901

REQUEST FOR PRICING (RFP) **NON-FOOD SUPPLIES** **BID #17-1021**

This is a formal request for pricing on NON-FOOD SUPPLIES (bid# 17-1021) for the Marysville Joint Unified School District (MJUSD) for the 2016-2017 school year. A bid packet may be obtained from the MJUSD Purchasing Department website at www.mjUSD.com/bid. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Kathy Cartwright – Purchasing Department, Room 106, 1919 B Street, Marysville, CA 95901 on or before **Tuesday, July 5, 2016 at 3:00 p.m.** It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time but not read. Faxed documents are not acceptable and will not be received. The MJUSD reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Kathy Cartwright by email: kcartwright@mjUSD.com. All questions shall be submitted by email before 9:00am on June 29, 2016.

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

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP.

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

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

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

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

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

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2016 through July 31, 2017. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The bid period is from **August 1, 2016 through July 31, 2017**. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and MJUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the MJUSD. MJUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. **Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area. The original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days.** Requests for price changes must be submitted in writing to the MJUSD Director of Nutrition Services for advance approval thirty (30) days in advance of any price increase.
- c. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Product Specification

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

4. Deliveries

- a. Deliveries shall be made to a single location at the MJUSD Warehouse, unless otherwise arranged with the Director of Nutrition Services.
- b. Warehouse delivery hours are between 7:00am and 3:00pm, closed from 11:00-12:00pm.

- c. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- d. Products not meeting the MJUSD quality standards shall be replaced within 72 hours by the vendor at no additional cost.
- e. Substitutions shall be rejected unless specific authorization by MJUSD Nutrition Services is secured in advance.

5. Point of Delivery

District Warehouse

1919 B Street

Marysville 95901

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

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

BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Marysville Joint Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:
 - Up to 40 points based on price
 - Up to 30 points based on references
 - Up to 15 points based on service and delivery
 - Up to 15 points based on quality/grade
 - Up to 100 total
2. The MJUSD reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. The MJUSD reserves the right to award more than one vendor for the NON-FOOD SUPPLIES RFP; however, only one vendor will be awarded per line item.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. Samples

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

2. Sanitary and Quality Control Requirements

- a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either

replacement product or credit in exchange for recalled/removed product.

3. Billing

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

4. Payment

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

5. Addenda or Bulletins

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

6. Execution of Contract

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

7. Default by Bidder

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

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

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

officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

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17. Special Requirements

- **Manufacture Product Specification**
- **Current Nutrition Fact Label for Product with Ingredients Listed**
 - a. Attached to this bid is a listing of the fresh produce items ordered by MJUSD Schools.
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- a. **Suspension and Debarment Certification** as required by Federal Regulation (7CFR 3017.110).
- b. **Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms** as required by Federal Regulation (7 CFR 3018.110).
- c. **Non-collusion Affidavit** as required by Public Contract section 7106.
- d. **List of three customer references** for similar products.
- e. **Excel bid form worksheet and hard copy.** In addition to a hard copy, an **electronic copy of the bid form must also be provided.** A disc, USB drive or similar memory device-containing the electronic bid form must be enclosed with documents.
- f. All documents, including the electronic bid form must be received by the opening date and time: Tuesday, July 5, 2016, 3:00 p.m.

COMPANY NAME: Sysco Sacramento, Inc.

ADDRESS: 7062 PACIFIC AVENUE, PLEASANT GROVE, CA 95668

PHONE #: 916-569-7273 FAX #: 877-869-6948

AUTHORIZED AGENT NAME: JOHN JOOSTER

AUTHORIZED AGENT SIGNATURE: 

EMAIL: JOOSTER.JOHN@SAC.SYSCO.COM DATE: 6/25/2016

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Allyn Scott Youth & Community Center
1830 B Street, Marysville, CA 95901
530-749-1776 rentasycc@gmail.com
www.allynscottyouthcenter.weebly.com

Memorandum of Understanding
Between Allyn Scott Youth & Community Center
&
American Indian Education Program
Yuba-Sutter Archery Association
Marysville Joint Unified School District

Parties: This Memorandum of Understanding (MOU) is entered into between Allyn Scott Youth & Community Center (ASYCC) and American Indian Education Center, Yuba-Sutter Archery Association, Marysville Joint Unified School District (Indian Ed.)

Purpose: This MOU serves to express the intent of Indian Ed to secure from ASYCC certain rights and privileges and to obtain use of the premises on the Mondays and Thursdays of each month from 3:00 pm - 8:00 pm for the months September, 2015 – May, 2016 for conducting Archery activities and on February 18, 2017 for the use of the entire facility for Winter Pow Wow.

Term: This MOU shall become effective on September 8, 2016 and will continue in effect until the last Thursday of use in May 18, 2017.

General Principles:

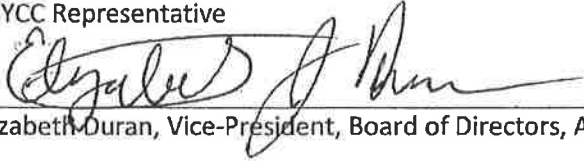
1. The Indian Ed. agrees to pay to the ASYCC for the rights and privileges hereby granted in the amounts and in the manner set forth below:
2. Description of Facility
 - a. For Archery
 - i. Agreement includes Ballroom, Conference Room and a storage unit.
 - ii. **Use Fee \$37.50/day**
 - iii. **Security/Damage Fee waived**
 - b. For Winter Pow Wow
 - i. Agreement includes Ballroom, Conference Room, Teen Center
 - ii. **Use Fee \$425.00-one day event to be held on February 18, 2017**
 - iii. **Security/Damage Fee waived**
 - iv. A cleaning fee of \$150.00 is due for cleaning the bathrooms and floors after the Pow Wow.
3. A valid Certificate of Insurance (naming ASYCC as additional insured) must be on file and updated as needed. The minimum coverage required is \$1,000,000.
4. In the event that the Silent Fire Alarm is pulled and it is a false alarm there will be a penalty of \$150.
5. ASYCC is not liable for materials or supplies stored in storage room.
6. The Indian Ed. agrees to pay to the ASYCC for the use of any additional equipment or fixtures and;
 - a. The cost of any damages to ASYCC property and/or utility charges; if any;
 - b. The costs of the removal of any of the Indian Ed. property, refuse, and/or cleanup required beyond that determined reasonable by ASYCC.
7. The Indian Ed. agrees to not sell, exchange, barter, or permit his/her employees to sell, exchange, barter any permits issued to the Indian Ed. or his/her employees hereunder.
8. This MOU or privileges or any part thereof, cannot be assigned or otherwise disposed of without the written consent of ASYCC.
9. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral agreements, alterations or variations of the terms herein, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. In the event the Indian Ed. fails to comply with the terms of this agreement,
 - a. ASYCC shall have the right to occupy the premises in any manner deemed to be in the best interest of ASYCC and the safety of the occupants;
 - b. All monies received from the Indian Ed. are non-refundable.

Business Services Department
Approval: 
Date: 7/6/16

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11. SMOKING IS NOT PERMITTED IN ANY PART OF THE ASYCC BUILDING or within 20 feet of the entrances.
12. In the event of any act of nature, state or national emergency, this agreement may be cancelled at the discretion of ASYCC.
13. This MOU will be reviewed annually, and may be changed or canceled by either party by giving a 30 days prior written notice.

ASYCC Representative



Elizabeth Duran, Vice-President, Board of Directors, Allyn Scott Youth & Community Center

6/27/16

Date

Indian Ed. Representative



Date

MJUSD
Personnel Dept.

JUL 06 2016

RECEIVED

July 7, 2016

To Whom it May Concern:

I'm writing to inform all parties that I resign my position with Marysville Joint Unified School District. This resignation is effective June 3, 2016.

Thank you,

Michelle Cable

1660

MJUSD
Personnel Dept.

JUN 21 2016

RECEIVED

Jame Rogers

910 Dewsnup Ave., Gridley, CA 95948 | Cell: 5308707167 bird_hunter1384@gmail.com

June 20, 2016

Bob Eckardt
Lindhurst High School
4446 Olive Ave.
Olivehurst, CA 95961

To Mr. Eckardt,

Please accept this as my formal resignation from my position of Agriculture Teacher at Lindhurst High School effective as of June 30th as to fulfill my 2015-2016 contract.

After working for Marysville Joint Unified for 8 years, I am ready to pursue new challenges. I will always remember my time at as a Blazer. Please let me know how I can help you through this transitional period.

Sincerely,



James Rogers

Julia Siegle
8381 Mediterranean Way, Sacramento, CA 95826
916-383-1583 ♦ jdsiegle@gmail.com

MJUSD
Personnel Dept.
JUL 05 2016
RECEIVED



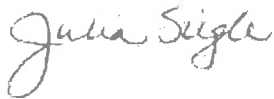
July 5, 2016

Dear Ramiro,

Please accept this letter as my official resignation as a special education teacher with Marysville Joint Unified School District. My resignation will be effective today, July 5, 2016.

This was a difficult decision to make and I appreciate all the opportunities this district has given me to learn and grow during my first years as a teacher. Please let me know what additional steps, if any, need to be taken regarding my resignation.

Sincerely,



Julia Siegle

July 1, 2016

MJUSD
Personnel Dept.
JUL 01 2016
RECEIVED



To Whom It May Concern:

My name is Kerry Yates and I am the 4th-6th grade teacher at Dobbins Elementary School. The purpose of this letter is to notify you of my intent to resign from MJUSD effectively at the end of my contract. I was recently hired by another district as their 6th and 7th grade Science teacher for the 2016-2017 school year. If you have any questions concerning this matter, please contact me on my cell phone 530-415-5485. Thank you for the many years of service and memories.

Sincerely,

Kerry Yates

169

Ramiro Carreon

From: notification@sharpschool.com
Sent: Monday, May 23, 2016 12:40 PM
To: Ramiro Carreon
Subject: Stepping down from my position



Dear Ramiro Carreon - Personnel Services,

Good afternoon,

I am writing you this email to inform you of my decision to step down as the T.k. Para for Yuba Feather school. This decision was not made lightly due to the fact that I love my job, I am however expecting a child in early July and my husband and I feel that it is important for me to be home with our child. I have enjoyed my employment with mjuds over the last 10 years three of those as the T.k. Para and will miss it very much but life is what happens when we are making other plans and this child is proof of that. I do hope that you will consider hiring Abi Harvey to fill my position, she is familiar with the class and the other staff and has a lot to offer as a para, I feel that she would be a great asset to the kindergarten team. Thank you for your time and the amazing opportunity to work in the kindergarten it has truly been a joy and I hope to return one day.

Again Thank you for your time,
Lacy Cummings
530-675-2910

Lacy Cummings

Lcummings@mjuds.com

170

MJUSD
Personnel Dept.

JUN 23 2016

RECEIVED

June 22, 2016

Angela Hale

775-815-7411

Please accept this letter as my official resignation from my position as RSP Para educator at Edgewater Elementary School as of June 22, 2016. I am resigning to accept the Counselors Secretary position at Marysville High School.

Sincerely,

Angela Hale

JUN 21 2016

RECEIVED

June 20, 2016

To Whom it May Concern:

Monday July 11, 2016 will be my last day of employment at MJUSD due to relocating. I am grateful for the opportunity given to me for my time here and will be sad to go. My forwarding address is 105 Redstone Drive, Reno, Nevada 89512.

Regards,

Jorge Rojas



July 5, 2016

I, Bonnie Stewart am resigning
from my Para-Educator position at
Ella Elementary as of July 5, 2016.

It was a pleasure working
here and I will miss everyone.

Sincerely,

Bonnie Stewart

MJUSD
Personnel Dept.

JUL 05 2016

RECEIVED



JUN 22 2016

6/20/16

To Whom It May Concern, **RECEIVED**

I, Agnes Hardamon-Vaughn,
resigned on Friday, May 13, 2016,
as a Para Educator at Collivaud
School for 5 years.

I would like to thank the
District for giving me the opportunity
to work with and for knowledgeable
and exceptional people. It was
a pleasure and honor to work
with Covillaud staff.

Sincerely

Agnes Vaughn
(530) 933-5625

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

MAINTENANCE ELECTRICIAN JOB DESCRIPTION

GENERAL FUNTIONS:

Under the direction of the Lead Supervisor of Maintenance and Operations, perform journey-level and specialized electrical work involved in the installation, maintenance, repair, and alterations of various District electrical systems.

ESSENTIAL FUNCTIONS:

- Perform journey-level electrical and specialized work involved in the installation, maintenance, repair and alterations of various District electrical systems.
- Inspect and troubleshoot electrical systems, motors, controls and wiring.
- Design, install, repair and maintain electrical receptacles, switches, controls and lighting systems.
- Install and maintain power distribution, transformers, circuit breaker systems, electrical panel boards and emergency lighting systems.
- Requisition and direct purchase parts needed for work orders provide.
- Assure compliance with District policies and standards, and building, health and safety codes applicable to the electrical trade.
- Operate a variety of maintenance and construction tools and equipment; drive a vehicle to assigned sites to conduct work.
- Respond to emergency and non-emergency calls as needed.
- Work from verbal and written instructions, blueprints, sketches and work orders.
- Responsible for assigned vehicle; order and stock an adequate supply of parts and materials.
- Assist with maintenance and special projects as assigned; provide work direction and guidance to assigned staff on electrical projects.
- Recommend preventative maintenance projects regarding electrical systems.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school supplemented by completion of an approved electrician apprenticeship program or four years' experience in the electrical trade.

LICENSES AND OTHER REQUIREMENTS:

Possession of a valid, appropriate California driver's license at time of appointment, and throughout employment in a position in this classification.

PREFERRED LICENSES AND OR TRAINING:

C-10 electrical contractors license, Arc Flash NFPA 70E certification, Forklift operator's certification, Valid CA driver's license (provide driving record upon request)

ENVIRONMENT:

Indoor and outdoor environment.
Driving a vehicle to conduct work.

PHYSICAL DEMANDS:

1. Lifting, carrying, pushing and pulling heavy objects weighing 50 pounds or more.
2. Dexterity of hands and fingers to operate various tools and equipment used in the electrical trade.
3. Heavy physical labor.
4. Bending at the waist, kneeling or crouching.
5. Seeing to perform electrical duties.
6. Climbing ladders and scaffolding.
7. Standing for extended periods of time.
8. Reaching overhead, above the shoulders and horizontally.

HAZARDS:

1. Working around and with machinery having moving parts.
2. Exposure to high voltage and electrical shock.
3. Working at heights.
4. Working on ladders or scaffolding.
5. Working in a cramped or restrictive work chamber.

KNOWLEDGE OF:

1. Methods, materials and equipment used in electrical installation, alterations and repair work.
2. Principles and practices of electrical systems.
3. Building, health and safety codes related to the electrical trade.
4. Hand and machine tools used in the electrical trade.
5. Appropriate health and safety procedures.

6. Technical aspects of field of specialty.
7. Basic record-keeping techniques.
8. Basic math.

ABILITY TO:

1. Perform skilled electrical repair and maintenance work.
2. Use electrical tools and equipment skillfully.
3. Plan and lay out electrical work.
4. Work from sketches, diagrams, blueprints, plans and specifications.
5. Understand and follow oral and written instructions.
6. Establish and maintain cooperative and effective working relationships with others.
7. Work independently with little direction.
8. Operate a District vehicle.
9. Maintain a preventative maintenance plan

Board Approved:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

HVAC TECHNICIAN JOB DESCRIPTION

GENERAL FUNCTIONS:

Under the direction of the Lead Supervisor of Maintenance and Operations, perform skilled Heating Ventilation and Air Conditioning (HVAC) work by identifying repair and/or replacement needs for all heating and cooling systems; installing, repairing, maintaining and upgrading HVAC and Energy Management Control Systems (EMCS) and equipment in accordance with industry best practices; ensuring that all work is done according to design specifications, state and local building codes, and applicable regulations.

ESSENTIAL DUTIES

- Installs HVAC equipment and systems (e.g. actuators, compressors, building control systems, DDC sensors, heat pumps, alarm systems, control panels, energy management control systems, pressure reducing valves, etc.) for the purpose of providing enhanced and/or upgraded capabilities.
- Monitors HVAC systems and their components (e.g. heating units, building exhaust fans, ventilation units, etc.) for the purpose of evaluating condition, identifying necessary repairs and recommending preventive and predictive maintenance.
- Performs emergence, predictive and preventive maintenance for the purpose of ensuring the ongoing functioning of HVAC systems.
- Cleans air conditioning and heating units (e.g. coils, condensation pans, drain lines, cooling towers, etc.) for the purpose of ensuring units are operating efficiently, correctly and within safety guidelines.
- Analyzes blue prints, schematics, and drawings for the purpose of identifying the location of new and existing HVAC systems and determining the efficient installation of additional systems.
- Coordinates with supervisor and other trades (e.g. inspectors, suppliers, contractors, district personnel, consultants, etc.) for the purpose of completing projects and work orders.
- Diagnoses cause of problems and/or failures in HVAC systems and energy management control systems for the purpose of identifying equipment and/or systems repair and/or replacement needs ensuring responsive and corrective action for urgent building operation items, indoor air quality, and thermal comfort parameters.

- Estimates labor, materials, and/or equipment needed to complete work projects for the purpose of ensuring timely completion of projects.
- Fabricates or coordinates the fabrication of equipment parts for the purpose of meeting specialty needs and/or replacing unavailable parts.
- Informs personnel regarding procedures and/or status of work orders for the purpose of providing information for making decisions, taking appropriate action and/or complying with building and safety regulations.
- Monitors contract work for the purpose of ensuring contract terms are fulfilled and work standards are met.
- Prepares written materials (e.g. repair status, activity logs, recommendations, etc.) for the purpose of documenting activities and/or conveying information.
- Responds to emergency situations during or after hours for the purpose of resolving immediate safety concerns.
- Secures equipment and supplies (e.g. locates parts, makes purchases, etc.) for the purpose of maintaining inventory and ensuring availability of items required to complete the necessary installation and/or repair.
- Maintains clean and orderly conditions in all working areas for the purpose of observing all safety practices and regulations. Maintains records (e.g. equipment repair history, work orders, test reports, etc.) for the purpose of documenting required information.
- Operate a variety of maintenance and construction tools and equipment; drive a vehicle to assigned sites to conduct work.
- Responsible for assigned vehicle; order and stock an adequate supply of parts and materials.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school supplemented by completion of an approved electrician apprenticeship program or four years' experience in the HVAC trade.

LICENSES AND OTHER REQUIREMENTS:

Possession of a valid, appropriate California driver's license at time of appointment, and throughout employment in a position in this classification.

PREFERRED LICENSES AND OR TRAINING:

HVAC technician certification, EPA certification-Freon capture and recovery, Forklift operator's certification, valid CA driver's license (provide driving record upon request)

ENVIRONMENT:

Indoor and outdoor environment.

Driving a vehicle to conduct work.

PHYSICAL DEMANDS:

1. Lifting, carrying, pushing and pulling heavy objects weighing 50 pounds or more.
2. Dexterity of hands and fingers to operate various tools and equipment used in the electrical trade.
3. Heavy physical labor.
4. Bending at the waist, kneeling or crouching.
5. Seeing to perform electrical duties.
6. Climbing ladders and scaffolding.
7. Standing for extended periods of time.
8. Reaching overhead, above the shoulders and horizontally.

HAZARDS:

1. Working around and with machinery having moving parts.
2. Exposure to high voltage and electrical shock.
3. Working at heights.
4. Working on ladders or scaffolding.
5. Working in a cramped or restrictive work chamber.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

1. Methods, materials and equipment used in HVAC system installation, alterations and repair work.
2. Principles and practices of HVAC and Energy Management Control systems.
3. Building, health and safety codes related to the HVAC trade.
4. Hand and machine tools used in the HVAC trade.
5. Appropriate health and safety procedures.
6. Technical aspects of field of specialty.
7. Basic record-keeping techniques.
8. Basic math.

ABILITY TO:

1. Perform skilled HVAC repair and maintenance work.
2. Use electrical tools and equipment skillfully.

3. Plan and lay out HVAC work.
4. Work from sketches, diagrams, blueprints, plans and specifications.
5. Understand and follow oral and written instructions.
6. Establish and maintain cooperative and effective working relationships with others.
7. Work independently with little direction.
8. Operate a District vehicle.
9. Maintain a preventative maintenance plan.

Board Approved:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

EXECUTIVE DIRECTOR-SPECIAL EDUCATION

GENERAL FUNCTION:

Under the direction of the Superintendent, plan, organize, control and direct the regionalized services to the development and implementation of education programs that prevent academic failure of students at risk through specific intervention models; plan, organize and administer a Special Education Local Plan Area (SELPA) function in accordance with applicable laws and regulations; supervise the performance of assigned personnel. The Executive Director of Special Education shall be responsible for the leadership and coordination of programs that support and encourage the academic success of at-risk students by providing or facilitating assistance in the areas of mental and physical health and well-being. Establish Student Support & Health Services goals for academic achievement, student housing, teacher empowerment, student attendance, school climate, parent and community relations, and district management of resources for all students with IEP's.

ESSENTIAL FUNCTIONS:

Plan, organize, control and direct the regionalized services to the development and implementation of education programs that prevent academic failure of students at risk through specific intervention models including various Special Education programs; plan, organize and administer a SELPA function in accordance with applicable laws and regulations.

Supervise the performance of assigned personnel; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions.

Provide assistance to resource specialists, Designated Instructional Services (DIS) teachers and special class teachers; consult with administrators at the local school level to provide special education programs for eligible students; provide consultation to regular and special education teachers, support staff and administrators regarding curriculum, instructional techniques and classroom management techniques for assigned programs. Coordinate regional services through specialized program assignments. Collaborate with federal, State and community agencies to provide education programs and special services for students needing special education or social/emotional services provided by regional teams. Coordinate and participate in staff development, program development and research and data collection for assigned programs.

Assure full education opportunity for exceptional individuals through coordination with specialists and administrators at the local school district, District Individual Education Plans (IEP) teams and County IEP teams; oversee placement procedures for students with special needs. Provide assistance to the distribution of growth units applicable to education programs for at risk students. Provide technical expertise, information and assistance to the Superintendent regarding assigned functions; assist in the formulation and development of policies, procedures and programs to assure an economical, safe and efficient work environment.

Also:

- Oversee the coordination of transportation for students with special needs.

- Communicate and consult with parents and parent groups regarding programs and services for students with special needs.
- Plan, organize and implement long and short-term programs and activities designed to enhance assigned programs and services.
- Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel.
- Professionally communicate with other administrators, personnel and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information.
- Assist with the development and planning of assigned budgets, while ensuring fiscal responsibility in all department budget matters.
- Plan, develop, organize, implement, execute, and supervise all programs in the District for
 - psychological services, 504 compliance, health services, prevention grant programs, including MAA and assume full responsibility for all suspension/expulsion due process proceedings.
- Plan, organize, control, and direct all additional student support and health services relating to;
 - Advise the Superintendent, Board of Education, and others on all matters relating to the functions of Student Support & Health Services.
- Direct the development of Board policies related to Student Support & Health Services.
- Actively participate and contribute professionally as a member of the District Management Team.
- Attend all regular meetings of the Board of Education representing the Student Support & Health
 - Services Department.
- Prepare timely and concise reports and recommendations for the Superintendent and Board of
 - Education, including comprehensive financial and program data for all aspects of Student Support & Health Services.
- Monitor and review existing and proposed laws and legislation related to the functions of
 - Student Support & Health Services.

- Develop and implement all appropriate and necessary preventative services for students at risk
- Pre-K through 12th grade levels.
- Supervise the evaluation of all special education department-related employees, including but not limited to, director(s) specialists, psychologists, nurses and support staff—certificated as well as classified.
- Recommend classified and certificated personnel for employment within Student Support and
- Health Services.
- Operate a computer and assigned software programs; operate other office equipment as assigned.
- Attend and conduct a variety of meetings as assigned.
- Perform related duties as assigned.

DEMONSTRATED KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

1. Planning, organization and direction of District Special Education programs.
2. Applicable laws, codes, regulations, policies and procedures related to Special Education and general education and other assigned areas.
3. Policies, goals and objectives of the Special Education program.
4. Policies and objectives of SELPA programs and activities.
5. State, local and regional resources.
6. Intervention models.
7. Oral and written communication skills.
8. Principles and practices of administration, supervision and training.
9. Interpersonal skills using tact, patience and courtesy.
10. Operation of a computer and assigned software.

ABILITY TO:

1. Plan, organize, control and direct the regionalized services to the development and implementation of education programs that prevent academic failure of students at risk through specific intervention models.
2. Plan, organize and administer a SELPA function in accordance with applicable laws and regulations.
3. Supervise the performance of assigned personnel.
4. Professionally communicate effectively both orally and in writing.
5. Interpret, apply and explain rules, regulations, policies and procedures.
6. Establish and maintain cooperative and effective working relationships with others.
7. Operate a computer and assigned office equipment.

8. Analyze situations accurately and adopt an effective course of action.
9. Meet schedules and time lines.
10. Work independently with little direction.
11. Plan and organize work.
12. Prepare comprehensive narrative and statistical reports.
13. Direct the maintenance of a variety of reports and files related to assigned activities.
14. Maintain consistent, punctual and regular attendance.
15. Hear and speak to exchange information and make presentations.
16. Move hands and fingers to operate a computer keyboard.
17. See to read a variety of materials.

EDUCATION AND EXPERIENCE REQUIRED:

Any combination equivalent to: master's degree and five years' experience in a special education environment including two years in an administrative capacity.

LICENSES AND OTHER REQUIREMENTS:

General Administration, Standard Administration or Administrative Services Credential with appropriate basic credentials.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment; travel from school to school and other travel related to meeting attendance, conferences, etc.

Board Approved:



INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

MARYSVILLE JOINT

UNIFIED SCHOOL

DISTRICT

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Roseville Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

I. General Provisions

a. The UNIVERSITY agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least one academic year, subject to the District's personnel policies and State law(s).
- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic

standards, frameworks, and accountability systems that drive the curriculum of public schools.

- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - (1) valid corresponding Clear or Life credential,
 - (2) three years successful teaching experience, and
 - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).If the mentor does not hold an EL Authorization, the district must identify and individual who is does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.
- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix C for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix C for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

THE PARTIES MUTUALLY AGREE

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date

of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT
INFORMATION:

Fortune School
6928 Stockton Blvd.
Sacramento, CA 95823
Attn: Lisa Strong, Human Resources
Tel: (916) 215-6377

UNIVERSITY CONTACT
INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Tel: (949) 341-9811

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

TERM AND TERMINATION OF AGREEMENT

Brandman University and the Fortune School agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on March 01, 2016 and continuing until February 28, 2018 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

**DISTRICT
REPRESENTATIVES:**

Signature: _____

Name: _____

Title: Superintendent

Date: _____

Signature: _____

Name: _____

Title: Human Resources

Date: _____

UNIVERSITY:

Signature: _____

Name: Phillip L. Doolittle

Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer

Date: _____

Signature: 

Name: Dr. Christine Zeppos

Title: Dean, School of Education

Date: _____

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.

- (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
- (5) **Supervision of Interns.**
- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- (7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- (8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields

- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).
- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted. (See Appendix B for examples)
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B

District or Consortium Statement of Need Sample Letter

This must appear on district letter head

To Whom It May Concern:

Our District is experiencing a shortage of available and qualified certificated persons holding appropriate credentials to meet our District employment needs. Although we attend many recruitment fairs and hold district interviews, we have experienced difficulty finding enough teacher candidates to meet our staffing needs. We are seeking ways to hire qualified teachers and believe the Brandman Internship Program will provide a ready solution to this shortage of qualified and certificated persons.

We look forward to working with the Brandman Intern Program and with Brandman Intern teachers. Hiring these Intern teachers will in no way displace teachers already employed in our district or consortium.

Sincerely,

Name
Title

Local Bargaining Unit Sample Letter

This must be on the Bargaining Unit Letter Head

To Whom It May Concern:

On behalf of the _____ Education Association, I wish to express our support of the _____ School District in their efforts to secure an Internship Credential Agreement with Brandman University.

Sincerely

APPENDIX C

Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

ATHLETIC TRAINER

GENERAL FUNCTION:

Under the supervision of the school principal, the Athletic Trainer is responsible for the development, organization, and administration of the sports medicine program, including providing work direction to other, who have been deemed volunteers, assistance, interns, or student aides, including assigning, monitoring and evaluating work; developing and monitoring the program budget, and maintaining and monitoring the medical records and progress of all student athletes. When injuries occur, the Athletic Trainer serves as a first responder by recognizing and evaluating the injuries, in concert with available medical professionals and subsequently developing treatment and rehabilitation programs, incorporating the appropriate therapeutic modalities and use of rehabilitation and exercise equipment. The Athletic Trainer must also provide support to head coaches in ensuring protective equipment is appropriately certified. Due to the nature of the work, the individual must be available to work a flexed schedule that includes weekends, evenings, and holidays, as well as, be available to travel with teams.

ESSENTIAL FUNCTIONS:

Provides expertise in athletic training services to all CIF-sanctioned interscholastic sports teams, including athletic training room, home games and practices medical coverage as needed. Assists the respective coaching staff in designing and implementing conditioning programs. Prevents, recognizes, and assesses athletic injuries. Implements preventative and rehabilitation programs to treat injuries using the appropriate therapeutic modalities and treatments. Coordinates annual incoming student-athlete physicals with physicians. Consults with physicians on injuries and treatment plans and coordinates with coaching staff. Develops and recommends program policies and procedures to the athletic administration for implementation, ensuring compliance with provisions of the CIF, OSHA, and HIPPA. Coordinates basic rehabilitation programs for student-athletes, while ensuring that concussion protocols are followed. Coordinates and supports required concussion protocols to be followed by all coaches, while monitoring required CIF rules and by-laws, as they apply to student-athletes' safety.

Advises and consults athletic administration, head coaches and school principals on all major injuries and treatment not covered by student-athlete's insurance. Advises on the maintenance of athletic training facilities and safety equipment.

REQUIREMENTS:

Ability to work on weekends, evenings, and holidays, and travel as needed.

ABILITIES:

Ability to demonstrate the skills and abilities certified Athletic Trainer; exhibit the organizational and administrative abilities necessary to develop and coordinate a sports medicine program;

establish program priorities; provide work direction and training to other; promote teamwork to optimize effectiveness; develop and implement policies and procedures to ensure compliance with applicable regulatory agencies; develop and monitor program budget; ensure rehabilitation objectives are achieved and medical records are secured as confidential, accurate, and complete; and ensure accurate maintenance of insurance records.

EXPERIENCE:

Equivalent to three to five years of experience as a certified Athletic Trainer with progressive responsibility, including at least one year of experience in a lead capacity with some responsibility for program administration and some experience at a school level.

EDUCATION:

Equivalent to bachelor's degree in athletic training, physical education, kinesiology or related field of study or combination of education and experience which provides the required knowledge and abilities.

LICENSE AND CERTIFICATION:

Possess and maintain Board of Certification (BOC) certification for Athletic Trainer. A valid California driver's license is required (employee is required to provide DMV driving record upon request).

PREFERRED SKILLS AND KNOWLEDGE:

Comprehensive and in-depth knowledge of the principles and practices of athletic training including injury prevention, injury assessment and rehabilitation; the full range of therapeutic modalities and their practical use and physiological basis; other therapeutic preventions and treatments such as taping and bracing; determine the appropriate referrals for athletes to other health care professionals; effective use of rehabilitation and exercise equipment; rules regulations and guidelines established by the CIF, NOCSEA, pertaining to student athletes; Occupational Health and Safety Administration (OSHA) standards for handling Blood Borne Pathogens; maintain medical records, including Health Insurance Portability and Accountability Act (HIPAA) standards; and following insurance standards.

Ability to professionally and effectively assess and evaluate injuries and their severity; develop conditioning and rehabilitation programs to manage and treat injuries; recognize life threatening situations and administer the appropriate emergency aid; use a computer to accurately perform medical, insurance and other recordkeeping functions; train others on new skills and procedures; communicate clearly, concisely and effectively, both orally and in writing. Must possess strong interpersonal and communication skills to develop effective working relationships with athletes and serve as a liaison among athletes, coaching staff, parents, physicians and other health professionals.

CONDITION(S) OF EMPLOYMENT:

This is a position with some supervisory/lead responsibilities and may be subject to completion of the district Sexual Harassment training as a condition of employment.

Board Approved: