

*SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY*

25210 Anza Drive, Santa Clarita, California 91355 \* (661) 295-1574 \* Fax (661) 295-0981

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March 28, 2012

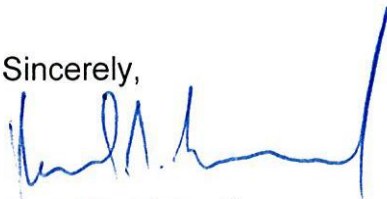
Mr. Sean Leer  
Vice President  
Gold Star Foods  
3781 E. Airport Dr.  
Ontario, CA 91761

Dear Sean,

The Santa Clarita Valley School Food Services Agency is pleased to report that our Board of Directors approved your proposal to RFP #11-12-31012012-01 for distribution of frozen foods for the 2012/2013 school year at the Agency's March 27, 2012 Board meeting.

We appreciate the working relationship we have with your company, and your willingness to work with us to provide good nutrition through the school meal programs.

Sincerely,



Pavel N. Matustik  
Chief Executive Officer

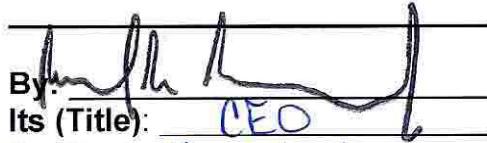
PNM/lhk

Cc: Dan Madsen

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

**AGENCY:**

**Santa Clarita Valley School Food Services Agency**

By:   
Its (Title): CEO  
Mr. Pavel N. Matustik

**Address:**

**Santa Clarita Valley School Food Services Agency**  
Attn.: Business Services  
25210 Anza Drive  
Valencia, CA 91355

Phone No.: (661) 295-1574  
FAX No.: (661) 295-0981

**PROVISIONER:**

By:   
Its (Title): CEO

**Address:**

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

Phone No.: (909) 843-9600  
FAX No.: (909) 843-9659

**Authorized Officers  
Or Agents  
(CORPORATE SEAL)**

**SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY  
REGULAR MEETING OF THE BOARD OF DIRECTORS**

**MINUTES**

**March 27, 2012  
9:00 A.M.**

Ms. Vicky Myers, President, called the Regular meeting of the Board of Directors of the Santa Clarita Valley School Food Services Agency to order at 9:03 a.m. at the Santa Clarita Valley School Food Services Agency Office, 25210 Anza Drive, Valencia, CA 91355. **CALL TO ORDER**

**MEMBERS PRESENT:**

Ms. Vicky Myers, (S) President	Present
Mr. Michael Clear, (N) Clerk	Absent
Ms. Marcia Dains, (C) Presiding Officer	Present
Ms. Chris Hamlin, (Sg) Member	Present
Mr. Jim Gibson, Alt. Member, Castaic USD	Present

**ROLL CALL**

**STAFF PRESENT:**

Mr. Pavel Matustik, CEO & Board Secretary	Present
Ms. Susan Weiss, Director, Finance & Administration	Present
Ms. Jane Crawford, Director, Food Services	Present
Ms. Laurie Kudroff, Administrative Assistant	Present

**I. AGENDA**

The motion was made by Ms. Hamlin, seconded by Ms. Dains and carried 3-0 to approve the Agenda.

Approval of Agenda  
**M- 59 Ayes: 3**

**II. MINUTES**

1. Ms. Dains made the motion; seconded by Ms. Hamlin, motion carried, to approve the minutes of the Regular Meeting held on Feb. 21, 2012.

Minutes Regular Meeting  
**M- 60 Ayes: 3**

**III. HEARING SESSION**

1. There was no advance request to address the Board.
2. James Foster Elem. was recognized as Cafeteria of the Month for February 2012. The team members are Kathy Trovato (Site Team Leader), Adele Hollowood (NA 1), & Kristiani Suwito (NA 1) – ALL were present at the meeting. Ms. Lori Alvarado, Office Manager, was also present. This team was recognized as Cafeteria for the first time. Their kitchen is so clean it sparkles and the staff has a flair for decorating for every occasion. Currently they are holding a "My Plate" contest. Completed plates are being displayed in the MPR and the winners will be announced soon – blue ribbons will be waiting for the winners. This team was thanked for their dedication to the Agency and to the children at Foster Elementary.
3. There were no Comments or Questions on Agenda items.

**V. CONFERENCE CALENDAR**

4. At the request of Ms. Myers and Ms. Hamlin, this item was taken out of order to accommodate the visiting speakers/guests from COC – Mr. Adam Philipson & Jennifer Herrera. Mr. Philipson & Ms. Herrera were

Rock the Rhythm, Beat the Odds, 5/18/12 at COC

**EXHIBIT: A**



**V. CONFERENCE CALENDAR (cont.)**

present to provide more information about the "Rock the Rhythm, Beat the Odds" event on 5/18/12 at College of the Canyons. This event will showcase more than 7,100 local 6<sup>th</sup> & 7<sup>th</sup> graders, as well as more than 3,000 community members in the stands, in one historic effort to break a Guinness World Record. The logistics for sack lunches for the children attending the event was discussed.

Rock the Rhythm, Beat the Odds, 5/18/12 at COC (cont.)

**IV. CONSENT CALENDAR**

1. Ms. Dains made the motion, seconded by Ms. Hamlin, to approve all of the items on the Consent Calendar; motion carried.
2. B Warrants (Feb.) #11-12-09/C1
3. Personnel Action Report #11-12-09/C2
  - a) New Employees
  - b) Transfers
  - c) Status Change
  - d) Temporary Assignment
  - e) Leave of Absence
  - f) Resignation
  - g) Terminated
4. Purchase Orders (Feb.) #11-12-09/C3
5. Reimbursement #11-12-09/C4
6. No items were removed from the Consent Calendar.

Consent Calendar  
**M- 61 Ayes: 3**

**V. CONFERENCE CALENDAR**

1. Ms. Tracy Fiscella, R.D. & Ms. Jane Crawford gave a presentation on the NEW Regulations for the National School Lunch Program which will be implemented beginning 7/1/12. The Board members asked for this to also be presented at the districts AdCo meetings.
2. Ms. Weiss reviewed the Financial Report for February 2012.
3. Ms. Crawford reviewed the Participation Report. The overall participation for Feb. 2012 was 62.64% - 1.52% higher than last year. Lunch participation was 46.98% - last year it was 44.57%. The breakfast ADP for Feb. 2012 was 17.52% - 0.23% higher than last year. We averaged 4,461 breakfasts per day. The average student spending per day increased from \$0.121 to \$0.138.

Presentation – New NSLP Regulations

Financial Report–Feb. '12

Participation Report–Feb. '12

**VI. ACTION CALENDAR**

1. Ms. Dains made the motion, seconded by Ms. Hamlin, to approve the 2<sup>nd</sup> Interim Budget Report; motion carried 3-0.
2. Ms. Hamlin made the motion, seconded by Ms. Dains, to approve the SUPER Co-Op RFP#201112-0220-1 for Commodity & Non-Commodity Food Items for the 2012/2013 SY; motion carried 3-0.
3. Ms. Dains made the motion, seconded by Ms. Hamlin, to approve the RFP #11-12-31012012-01 for Frozen Food Distribution for the 2012/2013 SY–bid was awarded to Gold Star Foods; motion carried 3-0.

**M – 62 Ayes: 3**  
2<sup>nd</sup> Interim Budget Report  
Approved

**M – 63 Ayes: 3**  
SUPER Co-Op RFP#201112-0220-1 Commodity & Non-Commodity Food Items  
2012/13 SY  
Approved

**M – 64 Ayes: 3**  
RFP #11-12-31012012-01  
Frozen Food Distribution  
2012/13 SY Approved



**VI. ACTION CALENDAR (cont.)**

- 4. Ms. Dains made the motion, seconded by Ms. Hamlin, to approve the JPA Board Policies – Part 1; motion carried 3-0.

**M – 65 Ayes: 3**  
 JPA Board Policies – Part 1  
Approved

**VII. CORRESPONDENCE AND BOARD INFORMATION**

- 1. A copy of the Driftwood Dairy prices (Year-To-Date) was included for the Board.
- 2. Two newspaper articles from The Signal (NAC & Kids' Cooking Campaign) were included for the Board.
- 3. An article from the USDA about the safety of Lean Finely Textured Beef was included for the Board.
- 4. Mr. Matustik read the Agency Report. **STAFF:** It was reported that a due to a recent problem last Wed., 3/21/12, there will be a change in the Agency Maintenance & Operations department. Mr. Matustik reported a consultant has been hired and begins effective 4/2/12. **OPERATIONS:** It was reported the SUPER Co-Op issued a new RFP for Cereals and Cereal Products – a mfg. direct bid. The bid is due on April 17, 2012. **OTHER CONCERNS:** There are two (2) remaining schools (Saugus USD) that will participate in this year's Kids' Cooking Campaign:

Driftwood Dairy Prices  
 Newspaper Articles from The Signal  
 Article from USDA re: LFTB  
 Agency Report

School	Date	Teacher
Bridgeport Elem.	3/29/12	Liz Ketterl
Santa Clarita Elem.	3/30/12	Holly Augustine

Mr. Matustik asked for the Board's permission to pay for the employees' dinner at the annual recognition banquet on Thurs., June 14, 2012. An article from The Signal "Dairy gives 11,500 Reasons to Smile" was shared with the Board. The Saugus USD – students at Tesoro del Valle Elem. – won a check from the California Milk Advisory Board for \$11,500 by drinking milk and earning money and prizes for the school. Mr. Matustik distributed another article about LFTB (aka "pink slime").

**VIII. ITEMS FOR NEXT MEETING (April 17, 2012)**

- 1. JPA Board Policies, **Part 2** – 1<sup>st</sup> Reading
- 2. 2012/2013 Meal Prices
- 3. Discussion El Monte City SD Visit

ITEMS FOR NEXT MEETING

**IX. CLOSED SESSION**

There was no need for a closed session.

CLOSED SESSION

**X. RECONVENE TO OPEN SESSION**

This was not necessary.


RECONVENE TO OPEN SESSION

**XI. ADJOURNMENT**

Ms. Dains made the motion, seconded by Ms. Hamlin, and carried 3-0, to adjourn the Regular meeting.

**M – 66 Ayes: 3**  
 ADJOURN: 10:50 A.M.

**Date** April 17, 2012

  
\_\_\_\_\_  
Ms. Vicky Myers, President

  
\_\_\_\_\_  
Ms. Marcia Dains, Presiding Officer

**Request for Proposal Number 11-12-31012012-01**

**Frozen Food Distribution**

**Santa Clarita Valley School Food Services Agency  
Attn.: Business Services  
25210 Anza Drive  
Valencia, CA 91355**

**Issue Date:** February 6, 2012  
**Bidder's Conference:** February 10, 2012 at 10:00 AM (Mandatory)  
**Bid Opening Date/Time:** February 21, 2012 at 2:00PM

To: The Signal Attn: Legal Notices	This legal notice is to be published on the following dates:	
Fax: (661) 254-8068 Phone: (661) 259-1234	FIRST PUBLICATION:	February 6, 2012
	SECOND PUBLICATION:	February 14, 2012



## **NOTICE OF BID**

Notice is hereby given that the Board of Directors for the Santa Clarita Valley School Food Services Agency, Santa Clarita, CA (Los Angeles County), will receive Proposal (RFP 11-12-31012012-01) for the procurement of the following:

### **Frozen Food Distribution**

Sealed bids must be delivered to the Santa Clarita Valley School Food Services Agency, Attn.: Business Services, 25210 Anza Drive, Valencia, CA 91355 no later than 2:00 PM on February 21, 2012.

Companies interested in proposing should request appropriate documents from Pavel N. Matustik at the address listed above. Mr. Matustik may be reached at (661) 295-1574 x103.

A Bidders Conference for the purpose of acquainting prospective bidders with the unique requirements of the Agency will be held on February 10, 2012 at 10:00 AM commencing in the Conference Room at the Agency office address noted above. Attendance is mandatory.

The Agency's Board of Directors reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

### **Pavel N. Matustik**

Pavel N. Matustik  
Chief Executive Officer

The Santa Clarita Valley School Food Service Agency is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. All proposals are due in the Purchasing Department by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their proposal is delivered to the Purchasing Department.

Santa Clarita Valley School Food Services Agency

Attn.: Business Services

25210 Anza Drive

Valencia, CA 91355

DATE: February 21, 2012

SUBJECT: RFP 11-12-31012012-01

FOR: Frozen Food Distribution

RFP Opening: February 21, 2012 – 2:00 PM

Please bid your lowest prices for the items or services on the attached specification sheets. Before bidding, please read the **Provisioning Contract, Instructions and Conditions, and Specifications** and thoroughly acquaint yourself with the project!

Submit all bids in a sealed envelope showing the Bid Number, Opening Date, and Opening Time. Bids must reach the Santa Clarita Valley School Food Services Department, Business Services at the address listed above by the time and date listed above.

If further information is desired, call Pavel N. Matustik at the Santa Clarita Valley School Food Services Agency at (661) 295-1574 x103.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. This bid is subject to a cash discount of 2.5 % / 20 days.

Bidder Name: Gold Star Foods

Signed By:  (Must Be A Written Signature!)

Title: CEO Date: 2/16/12

Complete Mailing Address: GOLD STAR FOODS  
3781 Airport Drive

Company Name: P.O. Box 4328

City, Ontario, CA 91761 Zip Code: \_\_\_\_\_

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

E-Mail Address: danmadsen@goldstarfoods.com

*Include this completed page in your bid. Faxed responses are not acceptable!*



**Santa Clarita Valley School Food Services Agency**  
**Frozen Food Distribution**  
**INSTRUCTIONS AND CONDITIONS - RFP 11-12-31012012-01**

1. **PREPARATION OF BIDS:** This Request for Proposal is for: Frozen Food Distribution. All proposals must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.
2. **ERRORS AND CORRECTIONS:** No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened, or withdrawn after the specified time period has elapsed.
3. **TESTS, SUBSTITUTIONS AND SAMPLES:** All items bid must conform to the specifications set forth in these bid documents. The Agency reserves the right to reject all bids that do not conform to the specifications. When bidding on brands or products other than those specified, the Bidder must state on the bid the brand, quality, or other recognized trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. Suitability and valuation of "equals" rests in the sole discretion of the awarding agency. Where samples are requested they must be furnished free.
4. **SALES TAX:** Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the Agency. Do not include or add Federal Excise Tax as the Agency is exempt.
5. **FAILURE TO BID:** If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.
6. **ACCEPTANCE OF PROPOSALS:** Awards may be made to multiple vendors, based on the submitted proposals. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.
7. **FAILURE TO FULFILL CONTRACT:** When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the Agency may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Directors to be to the best advantage of the Santa Clarita Valley School Food Services Agency. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Directors reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Directors, if requested.
8. **BID SIGNATURES:** All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.
9. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:** The bidder hereby agrees and acknowledges that monies utilized by the Agency to purchase the items bid is public money appropriated by the State of California or acquired by the Agency from similar public sources and is subject to variation. The Agency fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
10. **REQUIRED DELIVERY DATES (RDD):** Actual delivery of the specified items shall be coordinated with the Agency or contractor designated by the Agency but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The Agency, as a matter of bid



non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the Agency to place orders for needed items must be clearly indicated on the proposal forms.

11. **PAYMENT:** Prompt payment for all items may be requested after actual delivery of goods to the required destination as outlined in the conditions.
12. **HOLD HARMLESS:** The vendor shall save, defend, hold harmless and indemnify the Agency and its members against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor. Refer also to the **Provisioning Agreement**.
13. **AWARD OF PROPOSAL:** Award of this bid shall be made by individual line item or groups of line items to the responsible bidders, (for each item or group), who is fully responsive to the terms of this solicitation. A bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. The Agency may consider prompt payment discounts (only terms of 2%/20 days or better will be considered) and other rebates offered on the bid form in determining lowest net cost.

The Agency also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

14. **WARRANTY/QUALITY:** The supplier, manufacturer, or his assigned agent shall guarantee the food products against all defects.
15. **PRICING - TERM OF CONTRACT:\*** Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of Agency and vendor for an additional four (4) one year periods in accordance with provisions contained in the California Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the Agency reserves the right to revoke the bid award unless the decrease is passed on to the Agency and its members.
16. **MULTI-YEAR EXTENSIONS:** Subject to the provisions of **Paragraph 15** (above), and pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to four (4) additional one (1) year increments (total potential bid life of five (5) years from Board of Directors award).
17. **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS:** The Agency anticipates significant requirements for the specified products. The Agency, however, does not guarantee orders in these amounts nor shall the Agency be required to limit its orders to specific figures. **This is an indefinite-quantity bid.** Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the awarding Agency and its members at prices quoted.
18. **NEXT BEST BIDDER:** If the successful bidder withdraws its proposal or fails or refuses to execute the **Provisioning Contract** or to perform in accordance with its terms, the Agency may award the Contract to the bidder(s) with the next best proposal.
19. **NON-COLLUSION AFFIDAVIT:** Each bidder submitting a proposal shall execute and deliver a non-collusion affidavit in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.
20. **BUY AMERICA CLAUSE:** Pursuant to California Public Contract Code Section 3410, a preference to United States-grown produce and United States-processed foods will be given when economically feasible. For purposes of this section, the determination of "economically feasible" shall be made by the purchasing Agency or its designee.

21. **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**, specific school districts, local education agencies, and community college districts, as listed in this Request for Proposals, within the State of California and other listed States, may purchase the 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 California Public Contract Code.

The Santa Clarita Valley School Food Services Agency waives its right to require such other districts or agencies and offices to draw their warrants in the favor of the Agency as provided in said Code sections.

Piggyback option granted DM (Please initial)  
Piggyback option not granted \_\_\_\_\_

**Exclusions:**

Prompt payment discount only applicable to Santa Clarita Valley Food Services Agency, not transferable to those piggybacking.

Specifications and/or bid sheets are attached.

Service period shall be from July 1, 2012 through June 30, 2013.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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



**Special Conditions:**

1. The Board of Directors of SCVSFSA is asking at this time for **only firm percentage point per case.**
2. The ordered product/s is to be delivered to the Central Warehouse twice a week or on an as needed basis. Warehouse address is located at 25210 Anza Dr., Valencia, CA 91355. Estimated annual expenditure is \$1,000,000.
3. The Santa Clarita Valley School Food Services Agency (Agency) is a member of the SUPER Commodity Co-Op (Co-op), and the Co-op has contracted with numerous manufacturers for firm pricing for commodity and non-commodity FOB pricing to a distributor – the Proposal (**RFP 11-12-31012012-01**) is for deliveries only.
4. If any contractor or vendor fails to deliver any item or service, or delivers any item or service which does not conform to the specifications, the Agency may at it's sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such a manner as deemed by the Board of Directors to be in the best interest of the Santa Clarita Valley School Food Services Agency.

Additional information concerning this proposal may be obtained by contacting Ms. Della Lovercio at (661) 295-1574 extension 122.



**PROPOSAL WORKSHEET**  
**Santa Clarita Valley School Food Services Agency**  
**Frozen Food Distribution**  
**RFP NUMBER 11-12-31012012-01**

Distributor Name: Gold Star Foods

**No proposals shall receive consideration by Santa Clarita Valley School Food Services Agency unless they include responses to each and every question below. Prospective Distributors are encouraged to respond in detail to each of the following questions.**

1. Because the Agency has a separate contractual price agreements with manufacturers, please quote **only** the distributor's charge for delivery services:
 

a. Frozen:	<input checked="" type="checkbox"/> %/cs	<u>12</u>	} Refer to attached pricing matrix
b. Refrigerated:	<input checked="" type="checkbox"/> %/cs	<u>12</u>	
c. Dry:	<input checked="" type="checkbox"/> %/cs	<u>12</u>	
  
2. Is individual site delivery within the Agency available? Yes  
 Fees for individual site delivery may be in addition to the per case fees quoted in item 1.  
 If yes, what is the additional price per case of this service? %/cs none
  
3. Outline any discount terms or payment options available: 2.5%/20
  
4. Are there a minimum number of cases required per each delivery or site? No  
 If so, please explain: Refer to attached pricing matrix  
 What is the delivery price per case if the minimum number is not reached? \$ 0
  
5. If the Agency has an arrangement with a manufacturer for "direct shipment", and wants to use the Distributor to do the paperwork, what will be the "paperwork charge"?  
1%
  
6. Will a toll free number be provided to place orders? Yes  No   
(800) 540-0215
  
7. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Yes  No
  
8. Will online ordering be available? Yes  No
  
9. Do you have commodity tracking available online? Yes  No
  
10. Please list any additional charges and/or discounts (if necessary use a separate page.)  
None

Submitted By/Title: Dan Maassen / CEO  
 Signature: [Signature]  
 Date: 2/14/12



# GOLD STAR FOODS

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February 21, 2012

Santa Clarita Valley School Food Services Agency

25210 Anza Dr.

Santa Clarita, CA 91355

RE: Frozen Food Distribution. Proposal number 11-12-31012012-01

To whom it may concern:

In response to your request for a frozen food distribution proposal, Gold Star Foods would like to propose the following.

## PRICING MATRIX

**Distribution margin above landed cost of goods to the distributor.**

- **Single Drop = 12.0%**
- **Multiple Site Delivery:** average minimum drop within district is \$750 = **13.5%**

Gold Star considers the average drop for the entire district and not each individual site. We recognize some schools are smaller and a \$750 minimum would not always be feasible but assuming the entire district sustains at least an average of \$750 per frozen delivery, Gold Star would not enforce the minimum dollar threshold for those smaller locations.

There would be no additional charges if the minimums were not met. We would just work with the district to do what's in the best interest of both organizations.

Thank you for the opportunity to submit our proposal.

**REFERENCES**

Please submit three current school district references requiring weekly deliveries to at least 25 locations.

1. Name of School District: Los Angeles Unified School District  
Contact Person/Title: David Binkle  
Telephone Number: (213) 241-1765  
Required Number of Deliveries: 1120/week
  
2. Name of School District: Riverside Unified School District  
Contact Person/Title: Rodney Taylor  
Telephone Number: (951) 352-6740  
Required Number of Deliveries: 51
  
3. Name of School District: Hacienda-La Puente USD  
Contact Person/Title: Emmelyn Coles  
Telephone Number: (626) 933-3900  
Required Number of Deliveries: 68



## EXHIBIT A

### PROVISIONING CONTRACT (Frozen Food Products RFP 11-12-31012012-01)

**THIS PROVISIONING CONTRACT** (this “**Contract**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_ (“**Provisioner**”), and the **Santa Clarita Valley School Food Services Agency** (the “**Agency**”).

### RECITALS

- A. The Agency has solicited proposals for the provision of Frozen Food Products via a Request for Proposal Number **11-12-31012012-01** (the “RFP”), whereby the Agency may agree to purchase specified products for the Agency’s use from the successful bidder(s).
- B. Provisioner are the successful bidders under such request for proposal, and the Agency and Provisioner hereby desire to set forth their agreement with respect to the sale to the Agency, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner and the Agency hereby agree as follows:

1. **Provision of Products.** Provisioner shall provide to the Agency, from time to time as ordered by the Agency or Districts or their successor or assign (the “**Agency/District Contact Person**”) in accordance with the procedure described in Section 2 below, Products as described in the **Request for Proposals** information attached hereto.
2. **Delivery of Products.** The Agency Contact Person shall order Products from time to time by delivery to Provisioner of a Purchase Order. Provisioner shall deliver Products of the type, kind and quantity ordered in any such Purchase Order F.O.B. to Agency’ warehouse. The Distributor hereby agrees that the minimum delivery time required for the delivery of any Products is fourteen (14) days, and the Distributor shall not deliver any Purchase Order requiring delivery of Products within less than

fourteen (14) days after the delivery of such Purchase Order to Provisioner.

3. **Price.** The price shall be per case and per unit to the third decimal point. The Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry.

4. **Term of Contract.** Minimum contract term is one (1) year starting July 1, 2012. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of Agency and vendor for an additional four (4) one year periods in accordance with provisions contained in the California Education Code, Sections 17596 (K-12) and 81644 (Community Colleges).. In the event of a general price decrease the Agency reserves the right to revoke the bid award unless the decrease is passed on to the Agency and its members.

5. **Insurance.**

(a) Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

(i) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention;

(ii) Workers' Compensation Insurance in such amounts as may be required by law; and

(iii) Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.



- (b) Provisioner shall furnish to the Agency certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the Agency's board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

"This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the Agency. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the Agency with respect to the matters covered by such policy shall be excess and non-contributing."

- (c) The certificates of insurance and insurance policies required under this Contract shall name the Agency indemnities named in the Request for Proposals as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the Agency within the time period provided in subsection (b) above, the Agency may declare the Contract unexecuted and void. The Agency reserves the right to require complete certified copies of the required insurance policies.
- (d) The insurance companies providing the insurance required under this Contract shall be subject to the Agency's prior written approval, which shall not be unreasonably withheld.
- (e) If Provisioner fails to purchase and maintain any insurance required under this Section 5, the Agency may, but shall not be obligated to, upon five (5) days' written notice to

**GOLD STAR FOODS**  
3781 Airport Drive  
P.O. Box 4328  
Ontario, CA 91761  
FEB 21 2012



Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the Agency hereunder shall bear interest from the date expended until repaid to the Agency at the rate of ten percent (10%) per annum.

6. **Indemnification.** Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the Agency) the Agency, the Districts, their boards, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner's conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 6 shall survive the expiration or earlier termination of this Contract.

7. **Default Remedies.** The delivery of defective products, or the breach of any other term or provision of this Contract by Provisioner, shall constitute a "**Default**" of Provisioner hereunder. Provisioner shall have seven (7) days after delivery of notice of any Default from the Agency to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided Provisioner with respect to any Default relating to the delivery of defective products. If Provisioner fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the Agency may, without prejudice to any other right or remedy of the Agency, elect to terminate this Contract by delivery of a written termination notice to Provisioner. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract, shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the Agency may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all



additional costs and expenses incurred by the Agency or the Districts to procure food products from other sources for the remaining term of this Contract (including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).

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

9. **Due Authorization.** This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

10. **Assignment.** Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the Agency, which may be granted or withheld in the Agency's sole and absolute discretion.

11. **Notices.** All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business



day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other than a Saturday, Sunday or any day on which the Agency is authorized or required by law to be closed.

**12. Attorneys' Fees.** In the event of any dispute between the Agency, Districts, and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section 12 shall survive the expiration or earlier termination of this Contract.

**13. Waiver.** No action or failure to act by the Agency or any Agency or District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

**14. Entire Agreement: Amendments.** This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

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

**AGENCY:**

**Santa Clarita Valley School Food Services Agency**

By: \_\_\_\_\_  
Its (Title): \_\_\_\_\_

**Address:**

**Santa Clarita Valley School Food Services Agency**  
Attn.: Business Services  
25210 Anza Drive  
Valencia, CA 91355

Phone No.: (661) 295-1574  
FAX No.: (661) 295-0981

**PROVISIONER:**

By: David Smith  
Its (Title): CEO

**Address:**

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

Phone No.: (909) 843-9600  
FAX No.: (909) 843-9659

**Authorized Officers  
Or Agents  
(CORPORATE SEAL)**



**NONCOLLUSION AFFIDAVIT TO BE  
EXECUTED BY BIDDER AND SUBMITTED WITH BID**

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

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

2/16/12  
(Date)

Dan Madsen  
(Signature)

**RFP 11-12-31012012-01**

This form must be completed and submitted with your bid package.





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BH

DATE (MM/DD/YYYY)

02/16/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Caldwell Insurance Agency Inc. License # 0554607 481 E. Whittier Blvd., Ste. D La Habra, CA 90631 Dan M Jimenez	<b>562-697-6200</b> <b>562-697-1622</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>GOLDS-2</b>	FAX (A/C, No):
	<b>INSURED</b> Gold Star Foods, Inc. PO Box 4328 Ontario, CA 91761	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Unigard Insurance Company</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		CM012264	11/01/11	11/01/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CU0113344	11/01/11	11/01/12	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DEDUCTIBLE							\$
	RETENTION \$ 10000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is named as additional insured.

<b>CERTIFICATE HOLDER</b>  Santa Clarita Valley School Food Service Agencyq 25210 Anza Drive Valencia, CA 91355	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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2012 - 13 SY  
 SUPER Co-Op Members

#	Vendor# / RA#	ADP	Descr	GroupID
1	6421-00	10,795	ABC UNIFIED SCHOOL DISTRICT	BEST
2	6163-00	688	ACALANES UNION HIGH SCHOOL DISTRICT	CUTE
3	6758-00	6,019	ADELANTO SCHOOL DISTRICT	DANCE
4	6112-00	978	ALBANY UNIFIED SCHOOL DISTRICT	CUTE
5	7571-00	9,739	ALHAMBRA UNIFIED SCHOOL DISTRICT	DOCTOR
6	6759-00	3,033	ALTA LOMA SCHOOL DISTRICT	IE
7	6643-00	29,906	ANAHEIM UNION HIGH SCHOOL DISTRICT	DOCTOR
8	6164-00	10,462	ANTIOCH UNIFIED SCHOOL DISTRICT	CUTE
9	6426-00	2,729	ARCADIA UNIFIED SCHOOL DISTRICT	SAG
10	6387-00	867	ARMONA UNION ELEMENTARY SCHOOL DISTRICT	CCCC
11	6563-00	626	ATWATER SCHOOL DISTRICT	CUTE
12	6427-00	3,912	AZUSA UNIFIED SCHOOL DISTRICT	CCCC
13	6428-00	6,911	BALDWIN PARK UNIFIED SCHOOL DISTRICT	SAG
14	6698-00	11,991	BANNING UNIFIED SCHOOL DISTRICT	BEST
15	6429-00	3,383	BASSETT UNIFIED SCHOOL DISTRICT	DANCE
24	6763-00	4,096	BEAR VALLEY UNIFIED SCHOOL DISTRICT	GOLDRUSH
18	6699-00	4,608	BEAUMONT UNIFIED SCHOOL DISTRICT	DANCE
16	6430-00	3,077	BELLFLOWER UNIFIED SCHOOL DISTRICT	BEST
17	6431-00	7,679	BEVERLY HILLS UNIFIED SCHOOL DISTRICT	DANCE
19	6432-00	2,608	BONITA UNIFIED SCHOOL DISTRICT	SCOPE
20	6644-00	2,444	BREA OLINDA UNIFIED SCHOOL DISTRICT	IE
22	6165-00	3,397	BRENTWOOD UNION SCHOOL DISTRICT	CUTE
21	7135-00	367	BRITTAN SCHOOL DISTRICT	SCOPE
23	6645-00	1,538	BUENA PARK UNIFIED SCHOOL DISTRICT	GOLDRUSH
25	6166-00	1,459	BYRON UNION SCHOOL DISTRICT	BEST
26	6646-00	610	CAPISTRANO UNIFIED SCHOOL DISTRICT	CUTE
28	7396-00	479	CENTRAL UNIFIED SCHOOL DISTRICT	CCCC
45	6388-00	2,759	CENTRAL UNION ELEMENTARY SCHOOL DISTRICT	DANCE
44	6647-00	26,668	CENTRALIA SCHOOL DISTRICT	SAG
29	7104-00	8,932	CERES UNIFIED SCHOOL DISTRICT	CCCC
30	6765-00	8,818	CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT	SCOPE
32	6437-00	11,614	CHARTER OAK UNIFIED SCHOOL DISTRICT	IE
31	6767-00	10,671	CHINO UNIFIED SCHOOL DISTRICT	CCCC
27	6520-00	14,195	CHOWCHILLA UNION HIGH SCHOOL DISTRICT	DOCTOR
33	6439-00	2,794	CLAREMONT UNIFIED SCHOOL DISTRICT	SAG
34	6211-00	3,020	CLOVIS U S D / CAMPUS CATERING	IE
37	6212-00	1,728	COALINGA-HURON UNIFIED SCHOOL DISTRICT	CCCC
38	6768-00	2,646	COLTON UNIFIED SCHOOL DISTRICT	CCCC
39	7375-00	16,074	CONEJO VALLEY UNIFIED SCHOOL DISTRICT	IE
40	6389-00	5,382	CORCORAN UNIFIED SCHOOL DISTRICT	PIP
36	7149-01	1,916	CORNING UNION ELEM. SCHOOL DISTRICT	IE
43	6703-00	7,236	CORONA-NORCO UNIFIED SCHOOL DISTRICT	DANCE
42	6443-00	610	COVINA VALLEY UNIFIED SCHOOL DISTRICT	GOLDRUSH
35	6769-00	16,745	CUCAMONGA SCHOOL DISTRICT	CCCC
46	6444-00	1,182	CULVER CITY UNIFIED SCHOOL DISTRICT	DOCTOR
47	7186-00	3,000	CUTLER-OROSI SCHOOL DISTRICT	CCCC

2012 - 13 SY  
 SUPER Co-Op Members

#	Vendor# / RA#	ADP	Descr	GroupID
48	6648-00	3,393	CYPRESS SCHOOL DISTRICT	SCOPE
49	7553-00	2,222	DINUBA SCHOOL DISTRICT	CCCC
50	6445-00	3,895	DOWNEY UNIFIED SCHOOL DISTRICT	PIP
51	6446-00	14,650	DUARTE UNIFIED SCHOOL DISTRICT	SAG
56	7137-00	6,812	EAST NICOLAUS HIGH SCHOOL	BEST
57	6448-00	116	EAST WHITTIER CITY SCHOOL DISTRICT	SCOPE
52	6450-00	2,505	EL MONTE CITY SCHOOL DISTRICT	CUTE
55	6451-00	750	EL MONTE UNION HIGH SCHOOL DISTRICT	SAG
53	6452-01	7,704	EL RANCHO UNIFIED SCHOOL DISTRICT	BEST
54	6453-00	5,464	EL SEGUNDO UNIFIED SCHOOL DISTRICT	SAG
58	7191-00	5,561	EXETER PUBLIC SCHOOLS	CCCC
59	6771-00	1,081	FONTANA UNIFIED SCHOOL DISTRICT	SUPER
60	6215-00	27,690	FOWLER UNIFIED SCHOOL DISTRICT	CCCC
61	6650-00	1,542	FULLERTON SCHOOL DISTRICT	SCOPE
67	6652-00	1,630	GARDEN GROVE UNIFIED SCHOOL DISTRICT	DOCTOR
62	6455-00	6,795	GARVEY SCHOOL DISTRICT	PIP
64	6456-00	1,154	GLENDALE UNIFIED SCHOOL DISTRICT	PIP
65	6457-00	13,456	GLENDORA UNIFIED SCHOOL DISTRICT	SAG
66	7523-00	2,165	GOLDEN PLAINS UNIFIED SCHOOL DIST.	CCCC
63	C572-00	5,173	GRANADA HILLS CHARTER HIGH SCHOOL	PIP
68	7344-00	30,096	HACIENDA LA PUENTE SCHOOL DISTRICT	BEST
69	7652-00	14,779	HAMILTON UNIFIED SCHOOL DISTRICT	GOLDRUSH
70	6391-00	550	HANFORD ELEMENTARY SCHOOL DISTRICT	CCCC
71	6459-01	4,002	HAWTHORNE SCHOOL DISTRICT	SCOPE
72	6708-01	6,895	HEMET UNIFIED SCHOOL DISTRICT	DANCE
73	7110-00	14,842	HICKMAN CHARTER SCHOOL	DANCE
74	6747-00	12,746	HOLLISTER ELEMENTARY SCHOOL DISTRICT	CCCC
75	7246-00	263	HUENEME SCHOOL DISTRICT	CUTE
76	6654-00	2,809	HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT	DOCTOR
77	7365-01	5,851	IRVINE UNIFIED SCHOOL DISTRICT	PIP
78	6709-01	4,098	JURUPA UNIFIED SCHOOL DISTRICT	SUPER
81	7399-00	1,362	KERMAN UNIFIED SCHOOL DISTRICT	CCCC
84	6352-00	6,841	KERN HIGH SCHOOL DISTRICT	CCCC
80	6605-00	12,033	KING CITY UNION SCHOOL DISTRICT	CCCC
82	6226-00	1,484	KINGS CANYON UNIFIED SCHOOL DISTRICT	CCCC
83	6394-00	3,016	KINGS RIVER HARDWICH UNIFIED SCHOOL DISTRICT	CCCC
79	6224-00	5,364	KINGSBURG JOINT SCHOOL DISTRICT	IE
85	6656-00	422	LA HABRA CITY SCHOOL DISTRICT	CCCC
91	7517-00	4,551	LAKE ELSINORE SCHOOL DISTRICT	DANCE
86	6468-00	15,551	LAS VIRGENES UNIFIED SCHOOL DISTRICT	BEST
87	6228-00	3,496	LATON UNIFIED SCHOOL DISTRICT	DANCE
89	6469-00	584	LAWNDALE SCHOOL DISTRICT	CCCC
95	6397-00	4,706	LEMOORE UNION ELEMENTARY SCHOOL DISTRICT	CCCC
92	6398-00	6,041	LEMOORE UNION HIGH SCHOOL DISTRICT	CCCC
93	6470-00	11,280	LENNOX SCHOOL DISTRICT	CCCC
94	7199-00	606	LINDSAY SCHOOL DISTRICT	SCOPE



2012 - 13 SY  
 SUPER Co-Op Members

#	Vendor# / RA#	ADP	Descr	GroupID
96	6858-01	3,471	LODI UNIFIED SCHOOL DISTRICT	CCCC
97	6922-00	3,364	LOMPOC UNIFIED SCHOOL DISTRICT	DOCTOR
88	7392-00	1,726	LOS ALAMITOS UNIFIED SCHOOL DISTRICT	DOCTOR
90	6575-00	2,809	LOS BANOS UNIFIED SCHOOL DISTRICT	SCOPE
98	6476-00	2,476	LOWELL JOINT SCHOOL DISTRICT	SCOPE
99	6477-00	19,656	LYNWOOD UNIFIED SCHOOL DISTRICT	CCCC
100	6524-01	4,935	MADERA UNIFIED SCHOOL DISTRICT	BEST
105	7140-00	2,233	MARCUM-ILLINOIS UNION SCHOOL DISTRICT	CCCC
112	6553-00	23,850	MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT	DOCTOR
101	6576-00	1,049	McSWAIN UNION ELEMENTARY SCHOOL DISTRICT	PIP
102	7512-00	11,713	MENDOTA UNIFIED SCHOOL DISTRICT	CCCC
103	6578-00	12,911	MERCED UNION HIGH SCHOOL DISTRICT	CUTE
106	7116-00	5,256	MODESTO CITY SCHOOL DISTRICT	CCCC
107	6479-00	3,378	MONROVIA UNIFIED SCHOOL DISTRICT	CCCC
113	7200-00	5,019	MONSON-SULTANA SCHOOL DISTRICT	IE
110	6609-08	3,138	MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT	CCCC
108	7394-00	103	MOORPARK UNIFIED SCHOOL DISTRICT	CCCC
109	6712-00	14,302	MORENO VALLEY USD-NUTRITION SERVICES	DOCTOR
104	6958-00	479	MORGAN HILL UNIFIED SCHOOL DISTRICT	CCCC
111	6777-00	2,022	MORONGO UNIFIED SCHOOL DISTRICT	CUTE
114	6175-00	5,332	MOUNT DIABLO UNIFIED SCHOOL DISTRICT	CUTE
115	6481-00	840	MOUNTAIN VIEW ELEMENTARY SCHOOL DISTRICT	DANCE
116	7520-01	397	MURRIETA VALLEY UNIFIED SCHOOL DISTRICT	CCCC
117	6659-00	14,077	NEWPORT-MESA UNIFIED SCHOOL DISTRICT	SAG
119	7382-00	7,027	NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT	CUTE
118	6484-00	7,460	NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT	DANCE
120	7387-00	4,958	OAK PARK SCHOOL DISTRICT	PIP
122	6661-00	3,762	OCEAN VIEW SCHOOL DISTRICT - HUNTINGTON BEACH	DOCTOR
121	7251-00	10,374	OCEAN VIEW ELEMNTARY SCHOOL DISTRICT	SCOPE
125	7252-00	635	OJAI UNIFIED SCHOOL DISTRICT	DOCTOR
126	6781-01	837	ONTARIO-MONTCLAIR SCHOOL DISTRICT	IE
123	1030-00	561	ORANGE COUNTY DEPARTMENT OF EDUCATION	DOCTOR
127	6662-00	904	ORANGE UNIFIED SCHOOL DISTRICT	BEST
128	6926-00	17,226	ORCUTT UNION SCHOOL DISTRICT	PIP
124	6782-00	2,133	ORO GRANDE SCHOOL DISTRICT	SCOPE
129	6151-01	9,934	OROVILLE UNION HIGH SCHOOL DISTRICT	DOCTOR
130	7253-01	2,745	OXNARD ELEMENTARY SCHOOL DISTRICT	DANCE
131	7254-00	1,167	OXNARD UNION HIGH SCHOOL DISTRICT	CUTE
149	6979-00	2,548	PAJARO VALLEY UNIFIED SCHOOL DISTRICT	IE
141	6717-00	1,059	PALM SPRINGS UNIFIED SCHOOL DISTRICT	DOCTOR
148	6718-00	8,244	PALO VERDE UNIFIED SCHOOL DISTRICT	CUTE
132	6486-00	3,762	PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT	DOCTOR
133	6153-01	11,032	PARADISE UNIFIED SCHOOL DISTRICT	DOCTOR
142	6236-00	673	PARLIER UNIFIED SCHOOL DISTRICT	DANCE
134	6488-00	5,732	PASADENA UNIFIED SCHOOL DISTRICT	CUTE
147	7545-00	20,406	PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT	CUTE

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#	Vendor# / RA#	ADP	Descr	GroupID
135	6719-00	2,679	PERRIS ELEMENTARY SCHOOL DISTRICT	DANCE
137	6720-00	10,734	PERRIS UNION HIGH SCHOOL DISTRICT	SCOPE
136	7086-00	2,052	PETALUMA CITY SCHOOL	DANCE
138	6178-00	5,172	PITTSBURG UNIFIED SCHOOL DISTRICT	CUTE
139	7204-00	2,131	PIXLEY UNION SCHOOL DISTRICT	CCCC
144	6664-02	2,525	PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT	GOLDRUSH
140	7274-00	5,433	PLUMAS LAKE ELEMENTARY	SAG
143	6696-00	15,921	PLUMAS UNIFIED SCHOOL DISTRICT	DANCE
145	6490-00	835	POMONA UNIFIED SCHOOL DISTRICT	CCCC
146	7552-00	10,050	PORTERVILLE UNIFIED SCHOOL DISTRICT	BEST
150	7162-00	2,113	RED BLUFF ELEMENTARY SCHOOL DISTRICT	CCCC
151	7534-00	9,612	REDONDO BEACH UNIFIED SCHOOL DISTRICT	GOLDRUSH
152	7393-00	1,493	REEF-SUNSET UNIFIED SCHOOL DISTRICT	SCOPE
153	6785-00	2,849	RIALTO UNIFIED SCHOOL DISTRICT	CCCC
159	6741-01	2,531	RIVER DELTA UNIFIED SCHOOL DISTRICT	SAG
160	7540-00	2,196	RIVERDALE JOINT UNION SCHOOL DIST.	CUTE
154	6721-02	2,240	RIVERSIDE UNIFIED SCHOOL DISTRICT	GOLDRUSH
157	6723-00	26,341	ROMOLAND SCHOOL DISTRICT	IE
156	6493-00	22,547	ROSEMEAD SCHOOL DISTRICT	CCCC
155	6692-00	1,541	ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT	IE
158	7345-00	4,068	ROWLAND UNIFIED SCHOOL DISTRICT	DANCE
162	7363-00	1,311	SADDLEBACK UNIFIED SCHOOL DISTRICT	DOCTOR
168	6614-00	753	SALINAS CITY ELEMENTARY SCHOOL DISTRICT	CUTE
186	6615-00	7,727	SALINAS UNION HIGH SCHOOL DISTRICT	CUTE
166	6753-00	792	SAN BENITO HIGH SCHOOL DISTRICT	SAG
163	7529-00	41,026	SAN GABRIEL UNIFIED SCHOOL DISTRICT	CUTE
173	6744-00	4,547	SAN JUAN UNIFIED SCHOOL DISTRICT	CCCC
174	6129-00	7,254	SAN LEANDRO UNIFIED SCHOOL DISTRICT	PIP
175	6130-01	7,745	SAN LORENZO UNIFIED SCHOOL DISTRICT	CUTE
164	6496-00	8,461	SAN MARINO UNIFIED SCHOOL DISTRICT	CUTE
179	6903-00	12,179	SAN MATEO-FOSTER CITY SCHOOL DISTRICT	CCCC
184	6545-00	1,425	SAN RAFAEL SCHOOL DISTRICT	CCCC
161	6667-01	10,503	SANTA ANA UNIFIED SCHOOL DISTRICT	BEST
41	2343-00	1,884	SANTA CLARA COUNTY PROBATION DEPARTMENT	CCCC
178	6967-00	6,995	SANTA CLARA UNIFIED SCHOOL DISTRICT	CUTE
169	4070-00	6,583	SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY	CUTE
170	6981-01	6,191	SANTA CRUZ CITY SCHOOLS	SAG
176	6912-00	17,272	SANTA MARIA - BONITA SCHOOL DIST.	CUTE
177	6498-00	4,213	SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT	SUPER
165	7258-00	3,371	SANTA PAULA ELEMENTARY SCHOOL DISTRICT	CUTE
183	7091-00	1,949	SANTA ROSA CITY SCHOOLS	CCCC
171	6243-00	11,374	SELMA UNIFIED SCHOOL DISTRICT	CUTE
182	7527-00	3,749	SIERRA UNIFIED SCHOOL DISTRICT	CUTE
172	7260-00	1,662	SIMI VALLEY UNIFIED SCHOOL DISTRICT	CUTE
180	7095-00	3,446	SONOMA VALLEY UNIFIED SCHOOL DISTRICT	SCOPE
167	6839-00	2,821	SOUTH BAY UNION SCHOOL DISTRICT	CUTE



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#	Vendor# / RA#	ADP	Descr	GroupID
181	6502-00	7,922	SOUTH PASADENA UNIFIED SCHOOL DISTRICT	DOCTOR
185	6907-00	826	SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT	DOCTOR
188	6503-00	4,003	SOUTH WHITTIER SCHOOL DISTRICT	SAG
189	6841-00	8,356	SWEETWATER UNION HIGH SCHOOL DISTRICT	CUTE
187	7129-00	2,827	SYLVAN UNION SCHOOL DISTRICT	DANCE
190	6548-00	2,771	TAMALPAIS UNION HIGH SCHOOL DISTRICT	BEST
191	6505-00	16,729	TEMPLE CITY UNIFIED SCHOOL DISTRICT	DANCE
192	6154-00	444	THERMALITO UNION SCHOOL DISTRICT	CUTE
193	7221-00	2,674	TIPTON ELEMENTARY SCHOOL DISTRICT	SAG
195	6506-00	2,174	TORRANCE UNIFIED SCHOOL DISTRICT	SCOPE
196	7223-00	7,421	TULARE CITY SCHOOL DISTRICT	CCCC
194	7224-00	1,040	TULARE JOINT UNION HIGH SCHOOL DISTRICT	CUTE
197	7573-00	7,040	TURLOCK UNIFIED SCHOOL DISTRICT	CCCC
198	7364-00	7,742	TUSTIN UNIFIED SCHOOL DISTRICT	SUPER
199	7506-00	6,358	UPLAND UNIFIED SCHOOL DISTRICT	SUPER
200	7524-00	12,729	VAL VERDE UNIFIED SCHOOL DISTRICT	IE
202	6793-00	6,184	VICTOR VALLEY UNION HIGH SCHOOL DISTRICT	CCCC
201	7225-00	13,333	VISALIA USD / Warehouse Mary Salazar	DANCE
203	7346-00	5,637	WALNUT VALLEY UNIFIED SCHOOL DISTRICT	BEST
204	7269-00	5,084	WASHINGTON UNIFIED SCHOOL DISTRICT	CUTE
207	6509-00	7,240	WEST COVINA UNIFIED SCHOOL DISTRICT	BEST
209	6674-00	7,607	WESTMINSTER ELEMENTARY SCHOOL DISTRICT	CCCC
208	6511-00	3,376	WHITTIER CITY ELEMENTARY SCHOOL DISTRICT	BEST
210	6512-00	4,289	WHITTIER UNION HIGH SCHOOL DISTRICT	CCCC
205	7227-00	1,411	WOODLAKE UNION ELEMENTARY SCHOOL DISTRICT	SAG
206	7228-00	525	WOODLAKE UNION HIGH SCHOOL DISTRICT	BEST
211	7641-00	797	YOSEMITE UNIFIED SCHOOL DISTRICT	CCCC
212	6795-00	4,698	YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT	DANCE