



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

June 13, 2019

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M ____
2nd ____
V ____

- PUBLIC COMMENTS

Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form "For Persons Wishing to Address the Board of Trustees" and give the form to the Executive Assistant.

- CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

- OPEN SESSION: 6:30PM

Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.

- **PLEDGE OF ALLEGIANCE**

SPECIAL PRESENTATIONS

1. CELEBRATION OF FVSD TEACHERS COMPLETING TWO-YEAR INDUCTION PROGRAM

It is an interest of the Board of Trustees to recognize dedication to the teaching profession and our students and therefore, the Board wishes to recognize the following nine teachers who have completed the Fountain Valley School District's rigorous two-year Induction Program and are now eligible to receive their clear teaching credential: Desirae Brucato, Angelique Jeans, Giovanni Velasco, Stephanie Reza, Rebecca Kim, Kristin Darrah, Alixandra Hart, Ariana Priest and Megan Lokken. The District recognizes their commitment and hard work as well as that of their mentors who supported them while they completed the program.

- **RECESS**

STAFF REPORTS AND PRESENTATIONS

2. BUDGET UPDATE (ORAL AND WRITTEN)

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will provide an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District.

3. ANNOUNCEMENT OF PUBLIC HEARING FOR PERSONNEL COMMISSION BUDGET (WRITTEN ONLY)

The Board of Trustees has received notification of the upcoming Public Hearing on the Personnel Commission's proposed budget for 2019-20. The Public Hearing shall be held on June 27, 2019 at 4:30PM. Public input will be welcomed.

BOARD REPORTS AND COMMUNICATIONS

Board Members will make the following reports and communicate information to fellow Board Members and staff.

PUBLIC HEARINGS

4. PUBLIC HEARING ON LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) (EDUCATION CODE SECTION 52062)

The Board of Trustees will hold a public hearing for the purpose of receiving public comment on the Local Control Accountability Plan. Public input is welcomed.

5. PUBLIC HEARING FOR 2019-20 BUDGET

A public hearing shall be held for the purpose of discussing the proposed 2019-20 final budget prior to approval by the Board of Trustees. Public input is welcomed.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

***** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.**

LEGISLATIVE SESSION

6. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M _____
2nd _____
V _____

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent's Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

Routine Items of Business

- 6-A.** Board Meeting Minutes from May 16th regular meeting
- 6-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 6-C.** Donations
- 6-D.** Warrants
- 6-E.** Purchase Order Listing
- 6-F.** Budget Transfers and Adjustments

Consent Items

- 6-G. APPROVE THE USE OF PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT PIGGYBACK DAIRY BID #219-01 FOR THE PURCHASE OF MILK AND DAIRY PRODUCTS IN 2019-2020**

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2019-2020 rollover of the Placentia-Yorba Linda Unified School District's Piggyback Dairy Bid #219-01 Milk and Dairy Products

6-H. APPROVE THE AGREEMENT FOR PROFESSIONAL SERVICES WITH DANNIS WOLIVER KELLEY

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Dannis Woliver Kelley to provide Professional Legal Services.

6-I. REVIEW OF INVESTMENT POLICY

Superintendent's Comments: It is recommended that the Board of Trustees receives the Investment Policy for review.

6-J. APPROVE THE ANNUAL CONTRACT WITH PREFERRED MEAL SYSTEMS FOR THE PURCHASE OF FOOD AND SUPPLIES FOR 2019-2020

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2019- 2020 contract renewal with Preferred Meal Systems for purchase of food and supplies.

6-K. BIO-ACOUSTICAL CORPORATION

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between Bio-Acoustical Corporation and Fountain Valley School District.

6-L. SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2019 through June 30, 2020 and authorizes the Superintendent or designee to sign all documents.

6-M. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-F

Superintendent's Comments: It is recommended that the Board of Trustees approve Special Education settlement agreement 2019-F.

6-N. CONSOLIDATED APPLICATION - SPRING 2019 DATA COLLECTION

Superintendent's Comments: It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Spring Data Collection to the California State Department of Education.

6-O. APPROVE THE USE OF HEMET UNIFIED SCHOOL DISTRICT PIGGYBACK BID #2014/15-22814 FOR THE PURCHASE OF SCHOOL BUSES

Superintendent's Comments: It is recommended that the Board of Trustees approves the use of the Hemet Unified School District's Piggyback Bus Bid #2014/15-22814 for the purchase of school buses.

6-P. AWARD BID #19-01 MODULAR BUILDINGS-SITEWORK ONLY (MASUDA MIDDLE SCHOOL)

Superintendent's Comments: It is recommended that the Board of Trustees awards Bid# 19-01 to Sandalwood Construction in the amount of \$ 1,339,000.00 and authorizes the Superintendent or his designee to sign all documents on behalf of the District.

6-Q. AWARD BID #19-02 ROOF REPLACEMENT – PLAVAN

Superintendent's Comments: It is recommended that the Board of Trustees awards Bid# 19-02 to Chapman Coast Roofing in the amount of \$ 1,141,451.00 and authorizes the Superintendent or his designee to sign all documents on behalf of the District.

6-R. APPROVE THE USE OF CMAS CONTRACT NO. 3-18-70-3176C FOR THE PURCHASE OF INFORMATION TECHNOLOGY GOODS AND SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approves the District use of the 2018 - 2023 CMAS Contract No. 3-18-70-317C and any extensions to purchase Information Technology Goods and Services from TIME and ALARM SYSTEMS to meet the needs of the District.

6-S. MOU BETWEEN ORANGE COUNTY DEPARTMENT OF EDUCATION AND FOUNTAIN VALLEY SCHOOL DISTRICT FOR SPECIAL SCHOOLS PROGRAM

Superintendent's Comments: It is recommended that the Board of Trustees approves the MOU between Orange County Department of Education and Fountain Valley School District.

6-T. OUTREACH CONCERN CONTRACT FOR PROFESSIONAL SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between FVSD and Outreach Concern.

6-U. APPROVAL OF SINGLE YEAR WITH ANNUAL RENEWAL CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND MIND

RESEARCH INSTITUTE TO PROVIDE ST MATH TO THE DISTRICT'S EIGHT SCHOOLS

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between Fountain Valley School District and Mind Research Institute to continue providing ST Math to the District's eight schools during the 2019/2020 school year.

6-V. RETAINER AGREEMENT FOR LEGAL SERVICES IN 2019-20 SCHOOL YEAR WITH THE HARBOTTLE LAW GROUP

Superintendent's Comments: It is recommended that the Board of Trustees approve the retainer agreement for legal services in 2019-20 with the Harbottle Law Group.

6-W. RESOLUTION 2019-18: APPROVAL OF LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES CONTRACT NUMBER CSPP-9344 AND AUTHORIZING SIGNATURE

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2019-18 approving Local Agreement for Child Development Services Contract Number CSPP-9344 with the California Department of Education for the 2019-20 school year and authorizing Mona Green to sign on the Board's behalf.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, June 27, 2019 at 6:30pm.

A copy of the Board Meeting agenda is posted on the District's web site (). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 during normal business hours.

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 or faxing 714.841.0356.

Board meeting of June 13, 2019



SO 18-19/B19-44
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **CELEBRATION OF FVSD TEACHERS COMPLETING TWO-YEAR INDUCTION PROGRAM**
DATE: June 10, 2019

Background:

It is an interest of the Board of Trustees to recognize dedication to the teaching profession and our students and therefore, the Board wishes to recognize the following nine teachers who have completed the Fountain Valley School District's rigorous two-year Induction Program and are now eligible to receive their clear teaching credential: Desirae Brucato, Angelique Jeans, Giovanni Velasco, Stephanie Reza, Rebecca Kim, Kristin Darrah, Alixandra Hart, Ariana Priest and Megan Lokken. The District recognizes their commitment and hard work as well as that of their mentors who supported them while they completed the program.

Board meeting of June 13, 2019



SO 18-19/B19-45
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: BUDGET UPDATE (ORAL AND WRITTEN)
DATE: June 10, 2019

Background:

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will provide an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District.

ANNUAL BUDGET OF PERSONNEL COMMISSION
FISCAL YEAR 2019-2020
(Education Code Section 45253)

Fountain Valley School District, Orange County, California

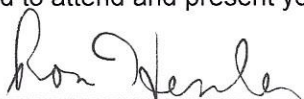
NOTICE OF PUBLIC HEARING BY THE PERSONNEL COMMISSION

TO: The Governing Board and District Administration

The public hearing on this proposed budget will be held on Thursday, June 27, 2019, 4:30 pm

at Fountain Valley School District Office

You are invited to attend and present your views.



Chairman or Director of Personnel Commission

5/10/19

Date

ADOPTED ANNUAL BUDGET OF PERSONNEL COMMISSION

TO: Dean West, CPA, Associate Superintendent, Business Services
Orange County Department of Education

This proposed budget was adopted subsequent to a public hearing by the Personnel Commission of the district.

DATE OF MEETING: _____

REVIEWED BY THE DISTRICT SUPERINTENDENT

Superintendent

Date

Chairman or Director of Personnel Commission

Date

APPROVAL OF ANNUAL BUDGET OF PERSONNEL COMMISSION

TO: The Governing Board and Personnel Commission

This report has been examined and approved by the ORANGE COUNTY SUPERINTENDENT OF SCHOOLS.

Al Mijares, Ph.D.
County Superintendent of Schools

_____, 2019

_____, Deputy
Dean West, CPA
Associate Superintendent, Business Services

Board Meeting of June 13, 2019



NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT

LOCAL CONTROL ACCOUNTABILITY PLAN

At the June 13, 2019 Board meeting, the Fountain Valley School District Board of Trustees will hold a Public Hearing to accept comments from members of the public on Fountain Valley School District's Local Control Accountability Plan (LCAP) for the year ending June 30, 2020, prior to Final Adoption as required by Education Code Section 52062.

The proposed LCAP will be available for public inspection at the District Office beginning June 3rd between the hours of 8:00 am to 4:30 pm and is posted on the FVSD website at <https://www.fvsd.us/apps/pages/LCAP>.

FOUNTAIN VALLEY SCHOOL DISTRICT



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Public Hearing of 2019-20 District Budget**
DATE: June 5, 2019

Background:

Education Code § 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for their district. Additionally, Education Code § 42127(d)(2) states that a budget shall not be adopted before an LCAP for the budget year is approved. Finally, the budget must be approved at a regularly scheduled Board meeting occurring on a date subsequent to that of the public hearing.

The enclosed budget document represents the results of the Board's direction of maintaining the current high quality programs in a fiscally prudent manner. The budget was developed in connection with the Local Control Accountability Plan.

All required reserves are maintained; all funds will end with a positive ending balance and the budget meets State standards and criteria.

Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated for any material changes. The budget is updated throughout the year and presented to the Board at first and second interim reporting periods.

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

2019-2020 FOUNTAIN VALLEY SCHOOL DISTRICT BUDGET

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on June 13, 2019, at 6:30 p.m. in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a public hearing for the purpose of receiving public comment on the proposed 2019-2020 Fountain Valley School District budget. The public is invited to give testimony on the proposed budget.

The proposed budget will be available for public inspection between Tuesday, June 11, 2019, and Thursday, June 13, 2019, 8:30 a.m. to 4:00 p.m., in the School District Board Room.

Persons desiring additional information concerning the proposed budget should contact Isidro Guerra, Director, Fiscal Services, Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, CA 92708, telephone: (714) 843-3249.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Isidro Guerra
Director, Fiscal Services
Business Services Division

**Fountain Valley School District
Superintendent's Office**

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

May 16, 2019

MINUTES

President Collins called the regular meeting of the Board of Trustees to order at 5:38pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Ian Collins	President
Jeanne Galindo	President Pro Tem
Sandra Crandall	Clerk
Lisa Schultz	Member
Jim Cunneen	Member

Motion: Mrs. Schultz moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

There were no requests to address the Board prior to closed session.

PUBLIC COMMENTS

Mr. Collins announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed:

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*

Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

- Conference with Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and an unidentified number of potential buyers or lessees for the Property which may acquire or lease all or a portion of the Property through statutory rights or public bid processes (Proposed Buyer(s)/Lessee(s)).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with possible sale or lease of all or a portion of the identified Property.

- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

Prior to the Board entering into Closed Session, Mr. Cunneen made the following statement:

"President Collins, I would like to state for the record that I have an attenuated potential conflict of interest regarding the Fred Moiola Property discussion and Agenda Item. Specifically, I am

employed by the engineering firm Group Delta Consultants, which has done past business and is currently doing business with one potential finalist for the Property. Therefore, in an abundance of caution and to avoid any appearance of impropriety or conflict, I have and will continue to abstain from any participation in the decision regarding the disposition of the Property, including, but not limited to, participation in any motions, discussions, or voting related to the selection of any proposal for the Property.

Additionally, I am recusing myself and removing myself from the room during any and all closed session discussions related to this Property, as well as from the Boardroom during open session — both during board presentations, and for agendaized board action — and I will return when these items have concluded. Thank you.”

The public portion of the meeting resumed at 6:30pm.

PLEDGE OF ALLEGIANCE

Mr. Collins made the following Closed Session announcement: “The Board met with its real property negotiators in Closed Session and took no action; however, the Board was provided with a Purchase Agreement which is being made available at this earliest opportunity and will be addressed later in Open Session.”

Cub Scout Pak 455 led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Each year, the Board of Trustees honors those volunteers who have made an outstanding contribution to education in the Fountain Valley School District. The Outstanding Service Award is based on service and leadership given beyond the local school and includes participation on district committees, councils, task forces, as well as local school service. Board President Ian Collins presented the 2018-19 Outstanding Service Award to Susan Castellanos. Mrs. Castellanos was joined by her family and our community in thanking her for her commitment to our District.

OUTSTANDING SERVICE AWARDS PRESENTATION TO SUSAN CASTELLANOS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Newland School, the Board recognized and thanked Kenan and Brian House. The Board was joined by staff, students, family and community members in celebrating these parents for all that they do for Newland School.

RECOGNITION OF NEWLAND SCHOOL PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Plavan School, the Board recognized and thanked Lou-An Garcia and Vanessa Batten. The Board was joined by staff, students, family and community members in celebrating these parents for all that they do for Plavan School.

**RECOGNITION OF
PLAVAN SCHOOL
PARENT
VOLUNTEERS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized seven outstanding students from Newland School. From Newland School, the Board honored Riley Swanson (TK), Tye Tipton (K), Cameron Hadley (1st), Zoey Dela Cruz (2nd), Sydney Jensen (3rd), Ford Leonard (4th) and Nathan Chiavetta (5th).

**RECOGNITION OF
NEWLAND SCHOOL
STUDENTS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized seven outstanding students from Plavan School. From Plavan School, the Board honored Gael Ramirez Sanchez (TK), Safina Kher (K), Kamryn Perona (1st), Reyna Nguyen (2nd), Mackenzie Leroux (3rd), Macey Tuiolosega (4th) and Jeremiah Potasi (5th).

**RECOGNITION OF
PLAVAN SCHOOL
STUDENTS**

Following this, the Board took a brief recess.

RECESS

STAFF REPORTS AND PRESENTATIONS

Prior to the presentation, Mr. Cunneen made the following statement:

“President Collins, I would like to state for the record that I have an attenuated potential conflict of interest regarding the Fred Moiola Property discussion and Agenda Item. Specifically, I am employed by the engineering firm Group Delta Consultants, which has done past business and is currently doing business with one potential finalist for the Property. Therefore, in an abundance of caution and to avoid any appearance of impropriety or conflict, I have and will continue to abstain from any participation in the decision regarding the disposition of the Property, including, but not limited to, participation in any motions, discussions, or voting related to the selection of any proposal for the Property. Additionally, I am recusing myself and removing myself from the room during any and all closed session discussions related to this Property, as well as from the Boardroom during open session — both during board presentations, and for agendaized board action — and I will return when these items have concluded. Thank you.”

**SELECTION OF
PROPOSAL FOR
FORMER FRED
MOIOLA SCHOOL
SITE**

Mr. Cunneen stepped out of the meeting at 8:05pm.

In response to the RFP, the District received several proposals to purchase the Property pursuant to a purchase and sale agreement, and fewer to either lease the Property pursuant to a short lease of the Property in its current state, or lease the Property pursuant to a long term ground lease of the Property in a manner which allows for its development. At its regularly scheduled Board Meeting on March 28th, a presentation summarizing the mostly finalized RFP process and proposals received, and recommend next steps in the process was provided to the Board of Trustees. In addition, on April 25th a presentation and update was provided to the Board. This evening's presentation is intended to provide further information and a final update to the Board of Trustees as they select the most beneficial proposal, including a discussion of a proposed Purchase and Sale Agreement for the property. Mr. Chialtas began the presentation by providing a history of the Moiola Site and a summary of the RFP process to date. Following this, he provided a review of the summary of proposals received and next steps as of the April 25th regular Board meeting. Regarding the purchase proposals, Mr. Chialtas also reviewed main factors to consider. Following this, Mr. Chialtas reviewed Brookfield Homes Southern California, LCC's proposal, the most beneficial proposal and the reasons why it is the most beneficial including price, proposed development, due diligence period, deposit structure, closing timeframe, and sale proceeds available in lump sum. In addition, he highlighted the use of sale proceeds, noting that proceeds must be used for capital outlay expenses, maintenance which will not re-occur within a five year period. In closing, Mr. Chialtas reviewed next steps for the District including identifying and approving the proposal/proposer which offered the most beneficial proposal; identifying and approving the terms (and stating in the Board Meeting minutes) which make such proposal the most beneficial proposal; and approving an agreement for Purchase and Sale Agreement and Joint Escrow Instructions between the District and the most beneficial proposer.

Mr. Cunneen returned to the meeting at 8:29pm.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz thanked all of those involved in putting together two beloved events for our community, the Monster Concert and Art Show. In addition, she commended and thanked all of the staff at Masuda and Courreges for their patience during construction. Lastly, she thanked this evenings' parents and student honorees for the reminder to be kind.

Mrs. Galindo's activities since the last meeting included: FVSF meeting, noting the approval of the slate of officers, including incoming President Tom Antal. She noted as well the success of the Taste of Fountain Valley and thanked Melissa Watanabe for her efforts. Lastly, she also shared the work of Joy Moyers on the upcoming Summer Enrichment Academy. In closing, she thanked Mrs. Susan Saurastri for her donation to the Foundation with the sale of every home.

Mr. Cunneen's activities since the last meeting included: OCSBA Annual Dinner meeting, noting the newly elected officers for the coming year, and City of Fountain Valley General Plan Advisory Committee meeting.

Mrs. Crandall congratulated our three middle school music teachers, Mr. Adamiak, Mr. Covacavich and Mr. LaMantia, and Mrs. Wondercheck from the Arts and Learning Conservatory, on the highly successful Monster Concert. Her activities since the last meeting included: tour of Masuda, Talbert PAL recognition, FVSD District Office Classified Employee of the Year recognition honoring Vania Arjian, Safe Schools Task Force meeting focused on physical environments, SPC meeting, Chamber of Commerce luncheon, and FV Mayor's Breakfast.

Mr. Collins' activities included: FVSF meeting, Safe Schools Task Force meeting, and SPC meeting. He thanked his fellow trustees for their service this month.

PUBLIC COMMENTS

There were thirteen requests to address the Board of Trustees. Thirteen people addressed the Board regarding certificated negotiations.

PUBLIC COMMENTS

Mrs. Schultz stepped out of the meeting at 9:25pm. She returned at 9:28pm.

LEGISLATIVE SESSION

Motion: Mrs. Galindo moved to approve the Declaration of Need.

**DECLARATION OF
NEED**

Second: Mr. Cunneen

Vote: 5-0

Mr. Cunneen stepped out of the meeting at 9:41pm.

Motion: Mr. Collins moved to identify and approve Brookfield Homes Southern California, LLC's \$36.5 Mil proposal as the most beneficial proposal, note for the record and board meeting minutes that terms set forth on slides 12 and 13 of tonight's PowerPoint presentation are the terms which make this proposal the most beneficial, and approve the proposed Purchase Agreement presented at tonight's meeting between the District and Brookfield Homes

Second: Mrs. Galindo

Vote: 4-0
Absent: Cunneen

ACTION TO
IDENTIFY AND
APPROVE THE
MOST BENEFICIAL
PROPOSAL/
PROPOSERS, AND
SPECIFIC
PROPOSAL
TERMS, AND
APPROVAL OF
AGREEMENT FOR
PURCHASE AND
SALE AND JOINT
ESCROW
INSTRUCTIONS
WITH THE
SELECTED
PROPOSER IN
FURTHERANCE OF
THE DISTRICT'S
REQUEST FOR
PROPOSAL
PROCESS
CONSENT
CALENDAR

Mr. Cunneen returned to the meeting at 9:46pm.

Motion: Mrs. Crandall moved to approve the Consent Calendar.

Second: Mrs. Schultz

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from April 22nd Special Meeting
- Board Meeting Minutes from April 25th Regular Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers and Adjustments
- Approve the Use of a Piggyback Contract with Class Leasing for the Lease And Relocation of Relocatable Classrooms for Interim Housing Associated with the Measure O HVAC and Modernization Project

- Royer Studios Animation Programs
- Maxim Healthcare Services
- Caresolace
- Approval of Proposal Between the Orange County Department of Education Educational Services Division and Fountain Valley School District to Provide History/Social Science Framework Training for our Middle School History Teachers
- Approve Change Order #2 for the Courreges Elementary School Measure O HVAC and Modernization Project
- Approve Change Order #1 for the Masuda Middle School Measure O HVAC and Modernization Project
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Olive Crest Academy	\$9,633.20	4/29/19-6/30/19

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Commended our teachers for speaking about our students from Plavan and Newland this evening and throughout the year. You all did a fabulous job. In addition, he commended Mrs. Fullerton and her team for all of the work that they have done on the Moiola project.

CLOSED SESSION

Mr. Collins announced that the Board would retire into a second Closed Session. Action was not anticipated. The following was addressed:

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board’s designated representative, Cathie Abdel.

- Conference with Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) (“Property”).

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and an unidentified number of potential buyers or lessees for the Property which may acquire or lease all or a portion of the Property through statutory rights or public bid processes (Proposed Buyer(s)/Lessee(s)).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with possible sale or lease of all or a portion of the identified Property.

- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*

The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

Mr. Collins made the following Closed Session announcement:

Closed session
announcement

“We met in Closed Session. We gave direction to our real property negotiators per Government Code 54956.8.”

ADJOURNMENT

Motion: Mrs. Crandall moved to adjourn the meeting at 9:56PM.

Second: Mrs. Galindo

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEM FOR APPROVAL
June 13, 2019**

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CERTIFICATED EMPLOYEES:

<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>DATE</u>
1.1.1 Thompson, Victoria	1 st Grade	Cox School	06/21/2019
1.1.2 Turner, Irene	Resource Sepcialist	Newland School	06/21/2019

- 1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVE OF ABSENCE:

<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.2.1 McHale, Michelle	Kindergarten	Tamura	Chils Care	2019-2020 School Year

- 1.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF IRMA STOJANOVIC SPEECH - LANGUAGE PATHALOGIST EFFECTIVE 06/21/2019.

- 1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:

<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.4.1 Kobzeff, Julie	Math teacher	Fulton	Child Bonding	09/11/2019
1.4.2 Kitahara, Amanda	4 th /TOSA	Newland	Child Bonding	08/29/2019
1.4.3 Von Iderstein, Chelsea	SDC Teacher	Talbert	Maternity	06/06/2019

2.0 INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

- 2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF TEACHING INTERNSHIP AGREEMENTS WITH CAL STATE UNIVERSITY, FULELRTON, EFFECTIVE JULY 1, 2019.

- 2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF SCHOOL PSYCHOLOGY AND SCHOOL COUSELNG INTERNSHIP CREDENTIAL/FINAL EXPERIENCE AGREEMENTS WITH CALIFORNIA BAPTIST UNIVERSITY, EFFECTIVE MAY 1, 2019.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
June 13, 2019**

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	De La Cruz Chavez, Melanie	Oka	ESP Assistant	05/10/2019

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.2.1	Sawaya, Paulette	Gisler	IA Mild/Moderate	Family Illness	05/10/2019
2.2.2	Hansel, Deanna	Plavan	Office Assistant	Sick leave	05/21/2019
2.2.3	Texeira, Danielle	Newland	IA-ABA	Sick Leave	06/03/2019
2.2.4	Silva, Catherine	Plavan	ESP Coordinator	Maternity	06/03/2019
2.2.5	DeMattos, Adrianna	Gisler	Instructional Assistant	Maternity	06/03/2019
2.2.6	Trinh, Nien	Fulton	Food Service Worker	Maternity	08/24/2019

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Garton, Lucinda	Gisler	Noon Duty Aide	05/20/2019
2.3.2	Perez, Irma	Plavan	Noon Duty Aide	06/17/2019
2.3.3	Robinson, Ilsa	Plavan	ESP Assistant	06/20/2019
2.3.4	Courtemanche, Kathleen	Gisler	ESP Coordinator	06/20/2019

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.4.1	Pires, Mary	Oka	Instructional Assistant Moderate/Severe	06/17/2019
2.4.2	Smith, Rhonda	Newland	Library/Media Technician	06/20/2019

2.5 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2019
SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS PRESCHOOL ASSISTANTS:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>TERM</u>
2.5.1	Krause, Barbera	Plavan	6/24/-8/23
2.5.2	Betancourt, Yvonne	Plavan	6/24/-8/23
2.5.3	Gapen-Barbosa, Lisa	Plavan	6/24/-8/23
2.5.4	Korhonen, Cayce	Plavan	6/24/-8/23
2.5.5	Alvarez, Maia	Plavan	6/24/-8/23
2.5.6	Ledezma, Candalaria	Plavan	6/24/-8/23
2.5.7	Hayes, Michelle	Plavan	6/24/-8/23
2.5.8	Russo, Donna	Plavan	6/24/-8/23

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL**

June 13, 2019

<i>EDUCATIONAL SERVICES</i>

3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	JENNER, Alene	Extra hours needed	40.0 hours/each	010189275-2113	8/15/19 to 9/12/19
	PEREIRA, Shakeera	during peak times for	40.0 hours/each		11/18/19 to 12/20/19
	(Ed Services)	the ScienceWorks	40.0 hours/each,		3/16/20 to 4/10/20
		Material Resource Ctr.	Regular hourly rate		

4.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	HERTZBERG, Page	Summer Gifted	USC Rossier,	\$395.00	016158155-5210	June 20-21, 2019
	TOSA/Talbert MS	Institute - Advanced	USC Hotel, Los			
	(Ed Services)	Application of	Angeles, CA			
		Depth & Complexity				
		w/Dr. Sandra Kaplan				

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 6/13/19

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COX			
	Cox PTO	\$1,489.44	5th gr. Field trip transportation
	Cox PTO	\$62.31	PTO Paper supplies
	Cox PTO	\$5,973.81	5th gr. Outdoor Ed Transportation
FULTON			
	CAP America	\$97.04	Principal's Discretion
	FV Community Foundation	\$132.00	Principal's Discretion
	City National Bank	\$2,000.00	Elective Donation
GISLER			
	Gisler PTO	\$992.96	Charter Bus for field trip
MASUDA			
	Samar Akroush	\$400.00	Principal's Discretion
	Masuda PTO	\$2,642.80	Clubs, Sports stipends
PLAVAN			
	Plavan PTO	\$2,931.80	5th gr. Trans. - Outdoor Ed.
TALBERT			
	Talbert PTO	\$10,625.44	Chrome cart and 34 chromebooks
	Talbert PTO	\$5,327.00	School Clubs, and Sports Release
	Talbert PTO	\$249.55	STEAM program funds
TAMURA			
	Tamura PTO	\$2,029.58	Chromebooks & Cart
	Tamura PTO	\$992.96	Buses for 4th gr.- Tucker Wildlife Sanctuary
	Your Cause Wells Fargo Matching Gifts	\$12.00	Principal's Discretion
	Brandon Plummer	\$82.12	Trans. Costs for 1st gr. Trip to Oka

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING JUNE 13, 2019**

To: Christine Fullerton

From: Thuong Nguyen

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 83944 - 84473

Dates: 5/1/2019 - 5/31/2019

Fund 01	General Fund	659,239.39
Fund 12	Child Development	37,400.82
Fund 13	Cafeteria	93,247.98
Fund 14	Deferred Maintenance	21,042.38
Fund 21	GOB 2016 Election	1,158,168.64
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	61,039.87
Fund 68	Worker Comp	-
Fund 69	Insurance	57,969.09

TOTAL	\$	2,088,108.17
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FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/13/2019

FROM 05/01/2019 TO 05/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4198	AFFORDABLE GATE REPAIR	263.00	263.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4199	TIME AND ALARM SYSTEMS INC.	5,545.07	5,545.07	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4200	KYA SERVICES LLC	2,507.61	2,507.61	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4263	POWER PLUS	170,695.00	170,695.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4297	REFRIGERATION CONTROL COMPANY	375.71	375.71	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4298	GLOBAL INDUSTRIAL SUPPLY	500.14	500.14	014869390 4340	STAR Building DO-Routine Maint / Custodial Supplies
M20M4299	PINNACLE DRYER CORPORATION	869.00	869.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4300	UNITED PARCEL SERVICE	30.00	30.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
M20M4301	ADVANCED GAS PRODUCTS	96.99	96.99	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4302	FOREST PLYWOOD SALES	776.32	776.32	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4303	REFRIGERATION SUPPLIES DISTRIB	78.96	78.96	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4304	SIGN WAREHOUSE	387.58	387.58	012869390 4345	Maintenance / Maintenance Supplies
M20M4305	PLAY POWER LT FARMINGTON C/O P	695.71	695.71	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4306	EBERHARD EQUIPMENT	700.00	700.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4307	GANAHL LUMBER COMPANY	222.07	222.07	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4308	KIMBALL MIDWEST	400.00	400.00	012869390 4345	Maintenance / Maintenance Supplies
M20M4309	GLOBAL INDUSTRIAL SUPPLY	45.60	45.60	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
M20M4310	DAN LYMAN CONSTRUCTION INC	5,012.91	5,012.91	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4311	UNITED RENTALS	1,000.00	1,000.00	012869390 5610	Maintenance / Outside Services - Rentals
M20M4312	MENDTRONIX INC.	595.66	595.66	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4313	CRANDALL'S PLUMBING INC.	240.00	240.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4314	BEACH WIRE & CABLE INC.	1,095.68	1,095.68	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4315	AAA ELECTRIC MOTOR SALES & SER	118.51	118.51	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4316	GRUETT TREE COMPANY INC	2,500.00	2,500.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
M20M4317	DAVE BANG ASSOCIATES	31,736.63	31,736.63	012839390 6110	Maintenance - Cap Facilities / Site Improvement - Playground
M20M4318	COMMERCIAL LANDSCAPE SUPPLY IN	130.00	130.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4319	SIGN WAREHOUSE	378.99	378.99	012869390 4345	Maintenance / Maintenance Supplies
M20M4320	HUFCOR AIR WALL	900.00	900.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4321	BIG TEX TRAILERS	609.45	609.45	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
M20M4322	REFRIGERATION CONTROL COMPANY	654.36	654.36	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4326	TURF STAR INC.	8,700.00	8,700.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
M20M4327	TIME AND ALARM SYSTEMS INC.	1,094.12	1,094.12	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/13/2019

FROM 05/01/2019 TO 05/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1551	ORANGE COUNTY TREASURER	30,402.50	30,402.50	012719166 5855	Board of Trustees / Elections
M20R1858	SOUTHWEST SCHOOL AND OFFICE SU	75.49	75.49	012109078 4325	Tech/Media Office Operation / Office Supplies
M20R1881	GOVERNMENT FINANCIAL STRATEGIE	337.50	337.50	012719380 5813	Business Department / Consultant
M20R1892	LAKESHORE LEARNING MATERIALS	99.23	99.23	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1893	OFFICE DEPOT	114.33	114.33	012719165 4325	Superintendent / Office Supplies
M20R1894	ATKINSON ANDELSON LOYA RUDD &	204.75	204.75	012719165 5830	Superintendent / Legal Fees
M20R1895	STAPLES	99.23	99.23	010113255 4310	Title I - Cox / Instructional Supplies
M20R1896	OCSBA	270.00	45.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			225.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
M20R1897	OCSBA	45.00	45.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
M20R1898	ASCD	89.00	89.00	012719165 4325	Superintendent / Office Supplies
M20R1899	LAKESHORE LEARNING MATERIALS	267.53	267.53	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1903	SOUTHWEST SCHOOL AND OFFICE SU	97.66	97.66	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
M20R1904	KIMLOAN LE	500.00	500.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
M20R1906	SUPPLYMASTER INC	378.45	378.45	012719470 4399	Personnel Department / Equipment Under \$500
M20R1908	OFFICE DEPOT	326.22	326.22	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1909	LAKESHORE LEARNING MATERIALS	250.00	250.00	015513760 4310	Special Ed. - Oka RSP / Instructional Supplies
M20R1910	LAKESHORE LEARNING MATERIALS	118.00	118.00	015513760 4310	Special Ed. - Oka RSP / Instructional Supplies
M20R1911	ROYER STUDIOS, INC.	5,475.00	5,475.00	012539962 5813	Tobacco-Use-OCDE Instructional / Consultant
M20R1913	VIRCO MANUFACTURING	10.83	10.83	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R1914	OFFICE DEPOT	399.17	399.17	015513160 4310	Special Ed. - Gisler RSP / Instructional Supplies
M20R1915	A1GM	52.20	52.20	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R1916	SMART & FINAL	217.50	217.50	010055175 4310	State Standards-MATH / Instructional Supplies
M20R1917	DAVE BANG ASSOCIATES	6,372.22	6,372.22	010019380 6410	School Equipment / Equipment-Furniture/Computers
M20R1918	RAPTOR TECHNOLOGIES LLC	1,360.46	1,360.46	010050080 4399	Site Safety / Equipment Under \$500
M20R1919	ETS	8,681.68	8,681.68	012395098 4322	7395 Sch/Libr Imp Instr-DO / Testing Supplies
M20R1921	JB DISTRIBUTORS INC	95.40	95.40	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R1922	LAKESHORE LEARNING MATERIALS	120.00	120.00	010055875 4310	State Standards-ES SCIENCE / Instructional Supplies
M20R1923	LAKESHORE LEARNING MATERIALS	300.00	300.00	010055875 4310	State Standards-ES SCIENCE / Instructional Supplies
M20R1924	LAKESHORE LEARNING MATERIALS	158.00	158.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
M20R1925	SOUTHWEST SCHOOL AND OFFICE SU	240.00	240.00	012719380 4325	Business Department / Office Supplies
M20R1934	ORANGE COUNTY DEPARTMENT OF ED	54,000.00	54,000.00	010050070 5899	Induction Program / Other Operating Expenses
M20R1937	BARNES AND NOBLE	204.21	204.21	010055275 4310	State Standards-ELA / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/13/2019

FROM 05/01/2019 TO 05/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1938	STAPLES	238.35	238.35	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1939	STAPLES	33.75	33.75	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1940	LAKESHORE LEARNING MATERIALS	177.26	177.26	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1941	LAKESHORE LEARNING MATERIALS	100.32	100.32	010113255 4310	Title I - Cox / Instructional Supplies
M20R1944	SEHI COMPUTER PRODUCTS	10,029.58	8,340.00	010011089 4399	Donations - Tamura / Equipment Under \$500
			889.58	010011089 4410	Donations - Tamura / Fixed Assets \$500-\$5000
			800.00	010011089 5826	Donations - Tamura / Licensing/Software,Maint/Supp
M20R1945	SEHI COMPUTER PRODUCTS	1,098.75	1,098.75	010143889 4310	Donations - Talbert / Instructional Supplies
M20R1948	APPLE AWARDS	247.40	247.40	016359380 5828	Staff Recognition Program / Staff Recognition
M20R1949	LAKESHORE LEARNING MATERIALS	115.82	115.82	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R1950	SOUTHWEST SCHOOL AND OFFICE SU	1,070.10	352.35	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
			717.75	012723737 4310	Sch Site Admin - Oka / Instructional Supplies
M20R1952	LAKESHORE LEARNING MATERIALS	33.00	33.00	015643760 4310	Special Ed. - Oka S&L / Instructional Supplies
M20R1954	SOUTHWEST SCHOOL AND OFFICE SU	152.82	152.82	010055775 4310	State Standards-CGI / Instructional Supplies
M20R1955	SOUTHWEST SCHOOL AND OFFICE SU	4,153.71	4,153.71	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
M20R1957	LAKESHORE LEARNING MATERIALS	133.00	133.00	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
M20R1958	STAPLES	543.75	543.75	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1960	LEVEL 27 MEDIA	1,624.43	1,624.43	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R1963	ORANGE COUNTY DEPARTMENT OF ED	250.00	250.00	011259275 5899	Parent Involvement-Ed Services / Other Operating Expenses
M20R1968	ACCO (GBC) BRANDS USA LLC DBA	691.85	691.85	012724747 4325	Sch Site Admin - Courreges / Office Supplies
M20R1973	BARNES AND NOBLE	848.25	848.25	010013189 4310	Donations - Gisler / Instructional Supplies
M20R1975	ORANGE COUNTY DEPARTMENT OF ED	60.00	60.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
M20R1977	PAUL H. BROOKES PUBLISHING CO.	924.27	924.27	010239275 4310	School Nurse Expansion Project / Instructional Supplies
M20R1979	YARIJANIAN & ASSOCIATES PROFES	5,000.00	5,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
M20R1981	KI	237.08	237.08	012719385 4325	Purchasing / Office Supplies
M20S8067	ADVANTAGE WEST INVESTMENT ENTE	65.69	65.69	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8068	LEVEL 27 MEDIA	655.03	655.03	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8069	ADVANTAGE WEST INVESTMENT ENTE	3,541.77	3,541.77	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8070	GRAINGER INC.	117.85	117.85	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8071	CROWN CARTON COMPANY	199.67	199.67	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8072	P & R PAPER SUPPLY COMPANY	302.52	302.52	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8073	SOUTHWEST SCHOOL AND OFFICE SU	3,132.00	3,132.00	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		386,094.65	386,094.65		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/13/2019

FROM 05/01/2019 TO 05/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1900	OCAEYC	80.00	80.00	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R1902	LYTLE SCREEN PRINTING INC.	4,751.29	4,751.29	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
M20R1907	KO WATER GAMES LLC	566.14	566.14	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R1920	LAKESHORE LEARNING MATERIALS	489.38	489.38	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1927	SAMS CLUB	1,631.25	1,631.25	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R1928	SMART & FINAL	3,000.00	3,000.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R1929	JOHNS INCREDIBLE PIZZA	2,679.18	2,679.18	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R1930	CITY OF GARDEN GROVE	369.75	369.75	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R1933	JUMP O'RAMA INFLATABLES INC	665.55	665.55	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R1935	LAKESHORE LEARNING MATERIALS	414.05	414.05	120336098 4310	Extended School Administration / Instructional Supplies
M20R1936	LAKESHORE LEARNING MATERIALS	369.70	369.70	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R1953	JUMP O'RAMA INFLATABLES INC	616.00	616.00	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1966	APPLE COMPUTER ORDER DEPARTMEN	6,494.50	6,494.50	120016198 4410	State Preschool Instructional / Fixed Assets \$500-\$5000
M20R1967	ARIEL SUPPLY INC.	733.85	733.85	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1969	LAKESHORE LEARNING MATERIALS	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1970	LAKESHORE LEARNING MATERIALS	582.90	582.90	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1971	LAKESHORE LEARNING MATERIALS	1,515.98	1,515.98	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1972	LAKESHORE LEARNING MATERIALS	956.65	956.65	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
M20R1978	LAKESHORE LEARNING MATERIALS	375.08	375.08	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
M20R1982	HUNTINGTON BEACH UNION HSD	648.50	648.50	120016086 5751	Outdoor Education - Child Care / Direct Cost - Field Trips
Fund 12 Total:		27,157.25	27,157.25		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/13/2019

FROM 05/01/2019 TO 05/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1901	REFRIGERATION CONTROL COMPANY	498.09	498.09	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R1905	ORANGE COUNTY DEPARTMENT OF ED	750.00	750.00	133207380 4710	Cafeteria Fund / Food
M20R1912	SCSNA	50.00	50.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
M20R1942	REFRIGERATION CONTROL COMPANY	301.84	301.84	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R1943	REFRIGERATION CONTROL COMPANY	301.84	301.84	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R1964	CALIFORNIA DEPARTMENT OF EDUCA	256.50	256.50	133207380 4710	Cafeteria Fund / Food
M20R1976	LEVEL 27 MEDIA	147.30	147.30	133207380 5870	Cafeteria Fund / Printing & Repro Outside Agency
M20R1983	REFRIGERATION CONTROL COMPANY	276.34	276.34	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:		2,581.91	2,581.91		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/13/2019

FROM 05/01/2019 TO 05/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4257	DEPARTMENT OF CONSERVATION - A	3,600.00	3,600.00	142864989 5860	Def Maint-Masuda / Permits & Fees
M20M4264	KYA SERVICES LLC	134,024.09	134,024.09	142863289 5645	Def Maint-Cox / Outside Srvs-Repairs & Mainten
M20M4265	KYA SERVICES LLC	152,907.69	152,907.69	142862989 5645	Def Maint-Fulton / Outside Srvs-Repairs & Mainten
M20M4266	KYA SERVICES LLC	125,899.23	125,899.23	142861089 5645	Def Maint-Tamura / Outside Srvs-Repairs & Mainten
Fund 14 Total:		416,431.01	416,431.01		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/13/2019

FROM 05/01/2019 TO 05/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4268	DIVISION OF THE STATE ARCHITEC	13,850.00	13,850.00	213014980 6299	GOB, ELECTION 2016-Masuda / Other Building &
M20R1883	DIVISION OF THE STATE ARCHITEC	3,998.93	3,998.93	213014780 6220	GOB, ELECTION 2016-Courreges / Architect/Engineer
M20R1974	WEST COAST AIR CONDITIONING CO	75,000.00	25,000.00	213011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bldg
			25,000.00	213012980 6220	GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg
			25,000.00	213013280 6220	GOB, ELECTION 2016-Cox / Architect/Engineer Fees-Bldg
	Fund 21 Total:	92,848.93	92,848.93		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/13/2019

FROM 05/01/2019 TO 05/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4269	DIVISION OF THE STATE ARCHITEC	1,705.95	1,705.95	402863790 5899	Modernization - Oka / Other Operating Expenses
	Fund 40 Total:	1,705.95	1,705.95		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/13/2019

FROM 05/01/2019 TO 05/31/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			926,819.70		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/13/2019

FRO 05/01/2019 TO 05/31/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4008	DUNN-EDWARDS CORPORATION	7,800.00	+1,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4012	GRAINGER INC.	25,000.00	+4,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4020	NAPA AUTO PARTS	9,500.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4027	SOUTHERN CALIFORNIA MATERIAL H	3,792.22	+2,792.22	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4035	THURSTON ELEVATOR CONCEPTS INC	3,500.00	+500.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
M20M4037	RAMIREZ, JUAN CARLOS	13,330.00	+500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4124	LYTLE SCREEN PRINTING INC.	1,102.28	+60.34	016919395 5580	7240 Special Ed Transportation / Uniform Cleaning
M20M4190	AMERICAN ENVIRONMENTAL SPECIAL	12,930.00	+7,003.75	012869390 6223	Maintenance / Tests & Exam Bldgs Improvement
M20R0128	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	+500.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R0148	UNITED PARCEL SERVICE	3,000.00	+1,000.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
M20R0376	SCHOOL SPECIALTY	7,500.00	+1,500.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0423	SOUTHWEST SCHOOL AND OFFICE SU	1,240.00	+440.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
M20R0439	RALPHS GROCERY COMPANY	1,000.00	+300.00	012719165 4325	Superintendent / Office Supplies
M20R0454	PARADIGM HEALTHCARE SERVICES	13,380.00	+7,380.00	012289961 5813	MAA - Administration / Consultant
M20R0887	MOMENTUM IN TEACHING LLC	6,800.00	+1,700.00	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R1354	PROJECT LEAD THE WAY INC	5,834.06	+750.00	017114975 4310	Robotics-Masuda / Instructional Supplies
M20R1419	BLICK ART MATERIALS	400.00	+50.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R1499	HOME DEPOT	1,240.00	+240.00	010144989 4311	Donations - Masuda / Elective Supplies
M20R1680	STAPLES	304.49	+1.08	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R1762	HOME DEPOT	238.16	+88.08	012733232 4327	Health Supplies - Cox / Health Supplies
M20R1809	SCHOLASTIC BOOK ORDERS	614.53	+51.75	010055675 4310	State Standards-READING / Instructional Supplies
M20R1816	BARNES AND NOBLE	195.81	+21.89	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1836	SCHOLASTIC INC.	195.94	+16.50	010055675 4310	State Standards-READING / Instructional Supplies

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/13/2019

FRO 05/01/2019 TO 05/31/2019

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1890	GLASSICAL DESIGNS INC.	422.62	+28.56	012819771 5828	Personnel Commission / Staff Recognition
Fund01 Total:			+31,424.17		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 06/13/2019

FRO 05/01/2019 TO 05/31/2019

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0219	SMART & FINAL	23,000.00	+4,000.00	123206098 4710	Extended School Food Service / Food
M20R0221	SAMS CLUB	18,500.00	+5,000.00	123206098 4710	Extended School Food Service / Food
M20R0232	SAMS CLUB	7,000.00	+1,000.00	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
M20R1480	CONSTRUCTIVE PLAYTHINGS	64.53	+10.65	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1481	S & S WORLDWIDE	45.22	+7.51	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1656	SOUTHWEST SCHOOL AND OFFICE SU	8,000.00	+8,000.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
			-3,262.50	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1745	ORIENTAL TRADING COMPANY	193.68	+33.19	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
Fund 12 Total:			+14,788.85		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/13/2019

FRO 05/01/2019 TO 05/31/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0052	SOUTHWEST SCHOOL AND OFFICE SU	2,030.00	+30.00	133207380 4790	Cafeteria Fund / Food Services Supplies
Fund 13 Total:			+30.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/13/2019

FRO 05/01/2019 TO 05/31/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0131	WILLIAMS SCOTSMAN INC	12,000.00	+3,263.14	213014980 6299	GOB, ELECTION 2016-Masuda / Other Building &
Fund 21 Total:			+3,263.14		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/13/2019

FRO 05/01/2019 TO 05/31/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0322	ENGIE SERVICES U.S. INC	68,770.06	+6,770.06	404839380 5813	Energy Efficient Project / Consultant
Fund 40 Total:			+6,770.06		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 06/13/2019

FRO 05/01/2019 TO 05/31/2019

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Amount of Change Orders:			+56,276.22		
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FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2019 10

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	1,089.00	7,714.00
1200	CERTIFICATED PUPIL SUPPORT	260.00	749.00
2100	INSTRUCTIONAL AIDES' SALARIES		127.00
2400	CLERICAL & OFFICE SALARIES		433.00
2900	OTHER CLASSIFIED SALARIES		117.00
3101	STRS-CERTIFICATED POSITIONS	4.00	833.00
3202	PERS-CLASSIFIED		4.00
3313	MEDICARE-CERTIFICATED		96.00
3314	MEDICARE-CLASSIFIED		2.00
3353	ARP-CERTIFICATED		7.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		1.00
3356	OASDI-CLASSIFIED		1.00
3501	SUI-CERTIFICATED		2.00
3601	WORKERS'COMP-CERTIFICATED		147.00
3602	WORKERS'COMP-CLASSIFIED		5.00
4200	BOOKS OTHER THAN TEXTBOOKS	123,336.00	16,018.00
4300	MATERIALS & SUPPLIES	98,472.00	170,276.00
4400	NONCAPITALIZATION EQUIPMENT	3,982.00	54,339.00
5200	TRAVEL & CONFERENCES	5,438.00	25,473.00
5400	INSURANCE		5,664.00
5600	RENTAL,LEASE,REPAIR & NON CAP	3,665.00	13,963.00
5800	PROF/CONS SERV & OPER EXPENSE	314,256.00	197,981.00
5900	COMMUNICATIONS		54,920.00
9790	UNASSIGNED/UNAPPROPRIATED	50.00	1,680.00
Subfund Total:		550,552.00	550,552.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 11

Transfer of Funds

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
1200	CERTIFICATED PUPIL SUPPORT	200.00	
3101	STRS-CERTIFICATED POSITIONS	6.00	
3313	MEDICARE-CERTIFICATED	3.00	
3601	WORKERS'COMP-CERTIFICATED	4.00	
4300	MATERIALS & SUPPLIES	3,189.00	9,626.00
4400	NONCAPITALIZATION EQUIPMENT	1,900.00	6,488.00
4700	FOOD		1,045.00
5600	RENTAL,LEASE,REPAIR & NON CAP		238.00
5800	PROF/CONS SERV & OPER EXPENSE	4,788.00	13.00
5900	COMMUNICATIONS		213.00
6400	EQUIPMENT	7,533.00	
Subfund Total:		17,623.00	17,623.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2019 12

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		4,154.00
4400	NONCAPITALIZATION EQUIPMENT	9,351.00	
4700	FOOD		1,480.00
5200	TRAVEL & CONFERENCES		347.00
5400	INSURANCE		552.00
5600	RENTAL,LEASE,REPAIR & NON CAP		859.00
5800	PROF/CONS SERV & OPER EXPENSE		1,959.00
Subfund Total:		9,351.00	9,351.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 13

Transfer of Funds

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 2121 GOB ELE 2016 SERIES 2017

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		256.00
6200	BUILDING AND IMPROVE OF BLDGS	61,194.00	60,938.00
Subfund Total:		61,194.00	61,194.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 14

Transfer of Funds

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 4040 SPECIAL RESERVE/C.O.P.

Object	Description	FROM	TO
Subfund Total:		0.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 34

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		74,548.00
2100	INSTRUCTIONAL AIDES' SALARIES		2,365.00
2400	CLERICAL & OFFICE SALARIES		3,731.00
2900	OTHER CLASSIFIED SALARIES		416.00
3101	STRS-CERTIFICATED POSITIONS		369.00
3202	PERS-CLASSIFIED		100.00
3313	MEDICARE-CERTIFICATED		33.00
3314	MEDICARE-CLASSIFIED		1.00
3353	ARP-CERTIFICATED		16.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		47.00
3355	OASDI-CERTIFICATED		23.00
3401	HEALTH & WELFARE-CERTIFICATED		2.00
3501	SUI-CERTIFICATED		2.00
3601	WORKERS'COMP-CERTIFICATED		49.00
3602	WORKERS'COMP-CLASSIFIED		1.00
4100	TEXTBOOKS	190,789.00	
4200	BOOKS OTHER THAN TEXTBOOKS	63,493.00	565.00
4300	MATERIALS & SUPPLIES	53,816.00	106,087.00
4400	NONCAPITALIZATION EQUIPMENT		298,862.00
5100	SUBAGREEMENTS FOR SERVICE	102,489.00	
5200	TRAVEL & CONFERENCES	10,763.00	347.00
5400	INSURANCE	18,216.00	
5500	OPERATIONS & HOUSEKEEPNG SVCS		6,365.00
5600	RENTAL,LEASE,REPAIR & NON CAP	16,270.00	358,451.00
5800	PROF/CONS SERV & OPER EXPENSE	232,192.00	260,945.00
5900	COMMUNICATIONS		30,226.00
6400	EQUIPMENT	37,282.00	30,255.00
7141	Excess Costs/Deficit Pay-Schls	90,290.00	
7142	Excess Costs/County Offices		192,718.00
8100	FEDERAL INCOME	89,539.00	83,360.00
8500	STATE INCOME	54,000.00	35,777.00
8600	LOCAL INCOME		282,768.00
8700	OTHER REVENUES		25,381.00
9740	RESTRICTED BALANCE	69,862.00	231,119.00
9790	UNASSIGNED/UNAPPROPRIATED	1,091,153.00	662,719.00

FOUNTAIN VALLEY SD

Reference #:

2019 34

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		2,120,154.00	2,687,648.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 35

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		46,751.00
4700	FOOD		5,588.00
5200	TRAVEL & CONFERENCES		987.00
5600	RENTAL,LEASE,REPAIR & NON CAP		977.00
5800	PROF/CONS SERV & OPER EXPENSE		14,055.00
5900	COMMUNICATIONS		171.00
8600	LOCAL INCOME		52,495.00
9740	RESTRICTED BALANCE	66,942.00	50,908.00
Subfund Total:		66,942.00	171,932.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 36

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
8600	LOCAL INCOME		24,917.00
9740	RESTRICTED BALANCE		24,917.00
Subfund Total:		0.00	49,834.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 37

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1414 DEFERRED MAINTENANCE

Object	Description	FROM	TO
5600	RENTAL,LEASE,REPAIR & NON CAP		414,531.00
5800	PROF/CONS SERV & OPER EXPENSE		52,581.00
6200	BUILDING AND IMPROVE OF BLDGS		128,239.00
8600	LOCAL INCOME		14,711.00
9760	OTHER COMMITMENTS	512,252.00	
9780	OTHER ASSIGNMENTS	82,710.00	14,322.00
Subfund Total:		594,962.00	624,384.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200__.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 38

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 2121 GOB ELE 2016 SERIES 2017

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		2,224.00
6200	BUILDING AND IMPROVE OF BLDGS		3,329,910.00
8600	LOCAL INCOME		138,618.00
9740	RESTRICTED BALANCE	3,329,910.00	136,394.00
Subfund Total:		3,329,910.00	3,607,146.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 39

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 2122 GOB EL 2016 SRS 2019

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		371,181.00
8600	LOCAL INCOME		78,180.00
8900	INCOMING TRANSFERS		35,000,000.00
9740	RESTRICTED BALANCE		34,706,999.00
Subfund Total:		0.00	70,156,360.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 40

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
8600	LOCAL INCOME		6,232.00
9780	OTHER ASSIGNMENTS		6,232.00
Subfund Total:		0.00	12,464.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200__.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 41

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 4040 SPECIAL RESERVE/C.O.P.

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		52,792.06
6200	BUILDING AND IMPROVE OF BLDGS		31,948.00
8600	LOCAL INCOME		87,356.00
9780	OTHER ASSIGNMENTS	77,424.06	80,040.00
Subfund Total:		77,424.06	252,136.06

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 42

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
8600	LOCAL INCOME		249.00
9790	UNASSIGNED/UNAPPROPRIATED		249.00
Subfund Total:		0.00	498.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 43

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 6769 INSURANCE HEALTH/WELFARE

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		1,575.00
8600	LOCAL INCOME		5,250.00
9790	UNASSIGNED/UNAPPROPRIATED		3,675.00
Subfund Total:		0.00	10,500.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/13/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **APPROVE THE USE OF PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT PIGGYBACK DAIRY BID #219-01 FOR THE PURCHASE OF MILK AND DAIRY PRODUCTS IN 2019-2020**
DATE: June 10, 2019

Background:

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Placentia-Yorba Linda Unified School District went out to bid for dairy products on June 20, 2018 and awarded Clearbrook Farms, Inc. the contract. The Placentia-Yorba Linda Unified School District is rolling over this bid for the 2019-2020 school year and Fountain Valley School District has been offered this extension as well.

Fiscal Impact:

The use of the Placentia-Yorba Linda Unified School District Dairy Bid #219-01 piggyback allows the District to purchase milk and other dairy products at a much more competitive price than if the District were to go out to bid on its own.

Recommendation:

It is recommended that the Board of Trustees approve the 2019-2020 rollover of the Placentia-Yorba Linda Unified School District’s Piggyback Dairy Bid #219-01 Milk and Dairy Products



May 20, 2019

Diane Sharpe
Director of Food Services
Fountain Valley School District

Dear Diane,

Thank you for agreeing to piggyback on the Placentia Yorba Linda Unified School District Dairy and Juice Bid 219-01 for school year 2019/2020.

Clearbrook Farms will allow the Fountain Valley School District to piggyback on the Placentia-Yorba Linda Unified School District Dairy and juice bid 2019-01 for school year 2019/2020.

Thank you for your business and for being a great customer. Clearbrook Farms looks forward to continuing our great relationship.

Sincerely,

A handwritten signature in blue ink that reads 'Wayne Prins'. The signature is fluid and cursive, with the first name 'Wayne' being more prominent.

Wayne Prins

President

TO: Dr. Greg Plutko, Superintendent

FROM: David Giordano, Assistant Superintendent, Business Services

SUBJECT: BID NO. 219-01, DAIRY AND JUICE PRODUCTS PROCUREMENT AND DELIVERY

DATE: April 9, 2019

BACKGROUND: On June 19, 2018, the Board of Education awarded Bid No. 219-01 to Clearbrook Farms for the Procurement and Delivery of Dairy and Juice Products needed in the school meal program. This bid is utilized as needed, and is renewable on a yearly basis for up to three years.

RATIONALE: Renewal of this bid will exercise the first of three allowable renewals to maintain competitive pricing of milk and dairy procurement and delivery throughout the year as well as meet required demand. Clearbrook Dairy is requesting a 3.7% increase for the 2019-20 school year to meet rising personnel and fuel costs.

FUNDING: Cafeteria Fund (1313) \$550,000

BOARD FOCUS AREA: This board agenda item supports Focus Area 5.0, *Optimized Resources* – “A critical measure of a school district’s performance is the effectiveness with which it utilizes and generates resources. We ensure that all fiscal and capital resources maximize educational opportunities.”

RECOMMENDATION: Approve renewal of the contract per Bid No. 219-01 for the Procurement and Delivery of Dairy and Juice Products with Clearbrook Farms, effective July 1, 2019 through June 30, 2020.

PREPARED BY: Suzanne Morales, Director, Nutrition Services

AGREEMENT

THIS AGREEMENT, dated the 20th day of June, 2018, in the County of Orange, State of California, is by and between Placentia-Yorba Linda Unified School District (hereinafter referred to as "DISTRICT"), and Clearbrook Farms, (hereinafter referred to as "BIDDER").

TERM OF AGREEMENT

The term of this agreement is for one year from July 01, 2018 through June 30, 2019.

The DISTRICT and the BIDDER, for the consideration stated herein, agree as follows:

1. BIDDER agrees to complete the Project known as **BID 219-01- Dairy and Juice Products**, according to all the terms and conditions set forth in the RFP Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Warranties, General Conditions, Supplemental Conditions, Specifications, Service Level Requirements, if any, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. BIDDER shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, and all taxes, utility and transportation services required. All of said work shall be performed and completed in a good workmanlike manner in accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The BIDDER shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the BIDDER shall not be excused with respect to any failure to so comply by any act or omission of the District, or it's representative, unless such act or omission actually prevents the BIDDER from fully complying with the requirements of the Documents, and unless the BIDDER protests at the time of such alleged prevention that the act or omission is preventing the BIDDER from fully complying with the Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the BIDDER from fully complying with the Documents.

3. DISTRICT shall pay to the BIDDER, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided.

4. The work shall be commenced after receiving a DISTRICT Purchase Order.

5. **Time is of the essence.**

6. Termination for Cause or Nonappropriation. In the event BIDDER defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds as ordered or certified by action of the Board of Education of the District, then this Agreement shall terminate or be suspended and the BIDDER shall be paid sums due up to, but not beyond said action of the Board.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require BIDDER to cease all work by providing BIDDER written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, BIDDER shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required.

In case of such termination for DISTRICT's convenience, BIDDER shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The BIDDER agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the BIDDER or any person, firm or corporation employed by the BIDDER, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the BIDDER, or any person, firm, or corporation employed by the BIDDER, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the BIDDER, either directly or by independent contract,

The BIDDER, at BIDDER'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Placentia-Yorba Linda Unified School District, its Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by (BIDDER) shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

District shall be in receipt of all insurance certificates prior to work beginning.

9. If BIDDER is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Wayne Prins, whose title is President, is authorized to act for and bind the corporation.


10. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

11. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

BIDDER

By: 
Signature

By: 
Signature


David Giordano
Print Name

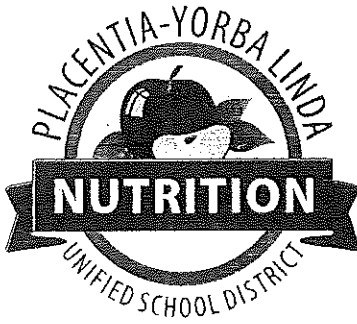
Wayne Prins
Print Name

Assist. Superintendent, Business Services
Title

President
Title

95-4715830
Tax ID/Social Security No.

(CORPORATE SEAL OF BIDDER,
if corporation)



Feeding Hungry Minds

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

**BID 219-01
Nutrition Services
Dairy and Juice Products**

Notice Inviting Bid

BID DUE DATE

Monday, May 07, 2018 at 10:00:00 A.M.

SUBMIT BIDS TO:

**Purchasing Department
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
1301 E. Orangethorpe Avenue
Warehouse Building, 2nd floor
Placentia, California 92870
Phone: 714-985-8470
Fax: 714-985-8764**

NOTICE INVITING BIDS

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
Nutrition Services Department
1301 E. Orangethorpe Ave
Placentia, CA 92870

BID Number 219-01 – Dairy and Juice Products

NOTICE IS HEREBY GIVEN that Placentia-Yorba Linda Unified School District of Orange County, California, will receive up to, but not later than 10:00:00 A.M., on May 07, 2018, Sealed Bids for the award of Dairy and Juice Products.

Bid documents are available at the Placentia-Yorba Linda Unified School District Purchasing Department, or can be downloaded from the District's Purchasing Department webpage.

Each bid must conform and be responsive to the bid and contract documents which are contained in the bid and on file in the Purchasing Department.

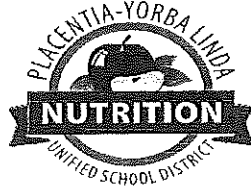
No bidders may withdraw their bid for a period of Ninety (90) days after the date set for the opening of bids or after approval of the Placentia-Yorba Linda Unified School District Governing Board.

The District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or the bidding process.

Donald Rosales
Director of Purchasing

Publish: April 16, 2018 and April 23, 2018

Placentia-Yorba Linda Unified School District
Nutrition Services Department
Bid 219-01 - Dairy and Juice Products



Feeding Hungry Minds

Attention Bidders: If you downloaded this bid from the Purchasing Department webpage, please email this sheet to Donna Schumaker at dschumaker@pylUSD.org or fax to 714-985-8764

Company Name: Clearbrook Farms, Inc.

Representative Name: Wayne Prins

Title: President

Address: 7011 Stewart + Gray Rd

City: Downey, Ca 90241

State/Zip Code: California 90241

Phone Number: 562 806-8011

Fax Number: 562 806-4611

Email Address: waynepr@clearbrookfarms.net

Please contact Donald Rosales, Director of Purchasing at drosales@pylUSD.org or Donna Schumaker at dschumaker@pylUSD.org if you have any questions regarding this bid. The above information will be used to send addendums for this bid to all potential bidders who received the bid from the District.

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TERMS AND CONDITIONS

BID # 219-01

DAIRY AND JUICE PRODUCTS

SCOPE OF BID

This Bid is for the purchase of dairy and juice products for the Nutrition Services Department for Placentia-Yorba Linda Unified School District. The products requested by the District in this bid are estimates and amounts may vary depending upon the needs of the Nutrition Services Department. Vendors will be required to deliver to the school sites listed, and as required by the Nutrition Services Department. There may be non-delivery days because of holidays or school closures, and vendors must account for these closures in their bids. This bid is an all or nothing bid. Vendors, please bid accordingly.

1. BID SUBMITTAL

Bidders will be required to submit, with their bids all required information regarding the products listed in the bid. Bids are due in the Purchasing Department by the submittal deadline, **in a sealed envelope or package**, and with the bid number and date and time due, displayed on the package or envelope. **The bid submittal deadline is May 07, 2018, at 10:00:00 A.M.** Bidders shall submit their bids on or before the due date and time. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bids will not be opened or revealed before the time set for receipt.

2. EVALUATION/AWARD

The District will evaluate all Bids based on the lowest responsive and responsible bidder. The cost column for each category will be added together to calculate total cost. The total cost on the Bid Form combines the costs for all specified products that each vendor can provide. The District reserves the right to choose the products purchased based on current need and budget, and reserves the right to purchase all, some, or none of the products listed on the bid. The District reserves its right to make an award to more than one bidder. This bid and award will be based on the below requirements.

Pricing –	60%
California Dairy Products (Sourced in California) -	20%
References -	20%

3. THE BID

Bids shall be written in ink or by typewriter. Quotes are to be verified before submission, as they cannot be corrected after bids are opened. All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted. Bidder shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of examination, inquiry or knowledge. Any change of the printed portion of the bid form itself constitutes alteration and is cause for immediate rejection of the bid. Bids should be submitted on the forms provided. Failure to supply all required forms in this packet will prevent the bid from being considered for award.

4. FAX BIDS

Facsimile copies of bids will not be accepted for formal advertised bids.

5. DEFINITIONS

Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

6. NAME AND NATURE OF BIDDER'S LEGAL ENTITY

The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

7. ADDENDA OR BULETINS

Any addenda or bulletins issued by the District during the time of bidding to the bidder for the preparation of this bid shall be covered in the bid and shall be made part of the contract.

8. WITHDRAWAL OF BID

Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.

9. ASSIGNMENT OF CONTRACT OR PURCHASE ORDER

The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

10. BID NEGOTIATIONS

A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or of similar intent, will be considered as non-responsive to the specific item.

11. PRICES

Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Sacramento County for products listed herein.

12. TAXES

Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

13. PERFORMANCE GUARANTEE

The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the Director of Purchasing Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Director of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

14. BRAND NAME AND NUMBER

The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Manager of Purchasing Services to be equal in all respects to that specified. If samples are requested by the Director of Purchasing Services for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

15. SAMPLES

Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to Purchasing Services, 1301 E. Orangethorpe, Placentia CA 92870, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Director of Purchasing Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

16. QUANTITY AND QUALITY OF MATERIALS OR SERVICES

The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be

in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Purchasing Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

17. DISTRICT REQUIREMENTS

The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

18. ACCEPTANCE OR REJECTION OF BIDS

The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District. The District reserves the right in its absolute discretion to accept bids as deemed necessary for the best interest of the Nutrition Services Department, including the availability of specialty items not carried by another dairy. The District may take into account the performance of the bidder with respect to any recent contract(s) with the District and other school districts. The Governing Board of the District, however, reserves the right to reject any one or all bids, to waive any informalities in the bids or in the bidding, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever bid is deemed to be the lowest responsible bid MEETING ALL THE CRITERIA SPECIFIED IN THE BID. Past performance of a bidder will be evaluated and could subject a bid to be rejected. All bidders will be notified in writing of the award.

19. BID EXCEPTIONS

All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

20. AWARDS

The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

21. EXECUTION OF CONTRACT

Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.

22. DELIVERY

Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form.

23. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Vendor shall, at vendor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Contract, a policy or policies of insurance covering vendor's services, and furnish to DISTRICT a certificate of insurance evidencing all coverage's and endorsements required hereunder. All insurance shall be with an insurance company with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California. Minimum coverages shall be as follows:

- (1) General Liability Insurance:
Certificate of Insurance with a page two (2) endorsement naming the District as an additionally insured for a minimum of

\$ 1,000,000.00 Per Occurrence
\$ 2, 000,000.00 Aggregate
- (2) Comprehensive Automobile Insurance with a minimum of :

\$1,000,000,000.00 per Occurrence.
Certificate of Insurance must show "Any Autos".
- (3) Statutory Workers' Compensation Insurance in accordance with
Sections 3700 and 3800 of the Labor Code of the State of California at \$1,000,000.00
- (4) Certificate Holder and Additional Insured is as follows:

Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Ave.
Placentia, CA 92870

The following verbiage is required in the endorsement:

"The Placentia-Yorba Linda Unified School District, it's Board and it's officers, agents, employees, and volunteers shall be named as Additional Insureds, by separate endorsement. Any insurance maintained by the vendor shall be primary and non-contributory."

(5) A thirty (30) day written notice To DISTRICT of cancellation or reduction in coverage

24. AMERICAN MADE PRODUCTS

In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.

25. TERMINATION:

- A. Failure on the part of the successful bidder to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon a thirty (30) days written notice to the other party.
- B. The District reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service/unsatisfactory products; or to extend the contract with present dairy company(s) upon annual review of weighted factors, performance of service and/or provision of quality products.
- C. The District shall hold the successful bidder liable and responsible for all damages, which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to District by the successful bidder. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

26. BILLING, DISCOUNTS AND PAYMENTS

Contractor will bill in accordance with the instructions on the purchase orders. Discounts for prompt payment are encouraged and may be offered. Prompt payment discount will not, however, be considered in evaluating bids.

27. PRECEDENCE

In the event of conflict between contract terms and conditions, special provisions, specifications, plans and drawings and instructions, the following order of precedence shall prevail: specifications; terms and conditions; special provisions; plans and drawings; instructions

28. 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 District 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 Governing Board to be to the best advantage of the Placentia-Yorba Linda Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above state, shall be a liability against such vendor and his sureties. The Governing Board 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 similar causes beyond the contract of the bidder provided satisfactory proof is furnished to the Governing Board, if requested.

29. MISCELLANEOUS PROVISIONS:

A. Assignment of Contracts

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

B. Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

C. Severability

If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement

This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure

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

G. Hold Harmless Clause

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

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to successful bidder's employees or successful bidder's subcontractor's employees arising out of successful bidder's work under this bid; and
2. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the successful bidder, or any person, firm or corporation employed by the successful bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the successful bidder's work under this bid, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District
3. The successful bidder, at the bidder's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof

H. 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.

I. Governing Law and Venue

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

J. Permits and Licenses

The successful bidder(s) and all of his employees or agents 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 law.

K. Toll Charges

If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents

The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor

While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination

EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of the contract, successful bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

O. Fingerprinting

Successful bidder agrees to comply with all provisions of Education Code Section 45125.1. Successful bidder will conduct a criminal background check of all employees, agents, and representatives assigned to District that will enter the Campuses and other District facilities for purposes of providing services covered by this bid during Normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified, will have contact with pupils. Successful bidder will provide the District with a list of all employees providing services pursuant to this bid. In the alternative, successful bidder shall agree that all employees, agents, and representatives

assigned to District that will enter the Campuses and other District facilities during normal District hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1

P. Termination Without Cause

This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

Q. Product Shortages

If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

30. TERM OF AGREEMENT

The term of this agreement is for one year from July 01, 2018 through June 30, 2019.

31. CONTRACT RENEWAL

If mutually agreeable, the District reserves the right to renew the contract after the initial one year term, from July 01 through June 30, for a period of two (2) successive years (3 years total). This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.

32. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the bid items is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid and contract at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

33. PRICE CHANGES

The net prices shall be adjusted to reflect any changes in the level of minimum price for Class I, II, and III dairy components as announced by the State of California, Department of Food and Agriculture, Bureau of Milk Market Enforcement. Such changes shall be measured from Class I, II, and III price levels in effect at the time this bid is submitted. Initial pricing to be based on April 2018 prices.

For non-class 1, 2, and 3 items (e.g. juice products), the dairy may request a price change with a 30-day written notice and subject to the approval of the member districts.

Prices for Wholesale Day of Delivery (WDD) items, (i.e. Butter, Cheese, Eggs, Dressing, Salads, Oils, and other non-milk products, etc.), will be adjusted weekly according to market changes on a pass through basis. Pass through basis is defined as any net

change in cost will be passed through, as it relates to individual units on a cent by cent basis.

34. MINORITY AND WOMEN OWNED BUSINESS

The USDA encourages procurement opportunities for Women Owned and Minority Owned businesses. Those that meet the Federal standards will receive an additional 10 points on the evaluation. To view the requirements see: www.usda.gov Executive order 12138 and Public Law 103-355.

35. 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, lease-purchase, or rent 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 Public Contract Code.

The Placentia-Yorba Linda Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause **will not** affect the outcome of this bid.

Piggyback option granted: X

Piggyback option not granted:

INSTRUCTIONS TO BIDDERS

1. BIDDER'S RESPONSIBILITIES

EACH BIDDER IS RESPONSIBLE FOR READING THIS ENTIRE DOCUMENT CAREFULLY AND FOR BECOMING FAMILIAR WITH ALL THE INSTRUCTIONS, TERMS AND CONDITIONS, PLANS, SPECIFICATIONS AND DRAWINGS BEFORE SUBMITTING A BID. DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SOLICITATIONS YOU MAY HAVE RECEIVED FROM THIS OFFICE.

Submittal of a bid shall be incontrovertible evidence that the Bidder understands the solicitation requirements and has determined that the plans, specifications and drawings fall within an acceptable standard and are sufficient for bidding and delivering the required items; and that Bidder is capable of delivering items/equipment which comply with the plans, specifications and drawings within required time frame.

The governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

2. BID PREPARATION

All bids must be prepared and submitted using only the bid schedule/proposal sheet, questionnaire or other forms included in the solicitation package. Bids prepared, on any other forms may be rejected. All forms must be complete, and all information must be typed or in ink.

Numbers shall be stated both in words and in figures where so indicated. Where there is a conflict in the words and the figures, the words shall govern. Both unit and extended prices must be shown on bid forms when spaces are provided. In the event of an error in the extension of bid prices, unit prices will prevail.

Prices, wording and notations must be in ink or typewritten. The person signing the bid shall initial erasures or other changes. The District may reject as non-responsive any bid, which it finds to be unintelligible, inconsistent or ambiguous.

In the event you do not wish to bid, please mark "NO BID" and return at least the Bid cover sheet or your name may be removed from the Bidder's List.

3. SUBMISSION OF BIDS

Submit (2) copies of the bid to the Purchasing Department with all required forms. The solicitation shall be enclosed in a SEALED ENVELOPE. THIS ENVELOPE SHALL BE CLEARLY MARKED IN THE UPPER LEFT HAND CORNER WITH THE BIDDER'S NAME, THE BID NUMBER, PROJECT DESIGNATION, AND THE BID OPENING DATE AND TIME.

The Bidder is solely responsible to ensure that the bid is delivered or mailed to the place of bid receipt set forth in the Notice Calling for bids. The bids must be received prior to

the scheduled closing time for receipt of bids. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bids may be opened and read aloud at the DISTRICT office after the time set for bid opening. No bids will be received after that time.

No Bidder may withdraw any bid for a period of ninety (90) days after opening of bids. Withdrawal of bid after opening may result in forfeiture of the BID BOND.

The submission of a bid shall be incontrovertible evidence that the Bidder understands and intends to comply with all requirements of this solicitation and contract.

4. BID SECURITY

No bid security will be required for this solicitation.

5. SIGNATURE

All forms and certifications enclosed herein must be signed in the name of the bidder. All signatures must be of the person or persons duly authorized to sign the bid, or the Bid may be rejected.

If Bidder is a CORPORATION, the legal name of the CORPORATION shall first be set forth, together with TWO signatures: ONE from among the chairman of the board, president or vice president and ONE from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. SUCH DOCUMENTS SHALL INCLUDE THE TITLE OF SUCH SIGNATORIES BELOW THE SIGNATURE AND SHALL BEAR THE CORPORATE SEAL.

In the event the Bidder is a JOINT VENTURE or PARTNERSHIP, the Bidder shall submit with the Bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, and these certifications shall name the individual who shall be the agent of the joint venture or partnership, and to act in all matters relative to the contract resulting therefrom for the joint-venture or partnership.

If Bidder is an INDIVIDUAL, his signature shall be placed on such documents. All signatures must be in ink. Facsimile signatures are not acceptable. Unsigned bids will be returned.

6. MODIFICATIONS

Any Bidder who wishes to make modifications to a bid already received by the District must withdraw the bid in order to do so. Withdrawals must be made in accordance with the terms and conditions of this solicitation. See "Instruction to Bidders", article 10, Withdrawal of Bid. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in the same form and manner as the original bid. It is the responsibility of the bidder to ensure that modified or withdrawn bids are resubmitted before the time set forth for the opening of bids.

7. EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall examine the Bid Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Contract, and determine the character, qualities and quantities of the items required. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision.

8. CLARIFICATION OF PLANS AND DOCUMENTS

If there is any doubt as to the true meaning of any part of the solicitation or contract documents, if you believe there are any discrepancies in, or omissions from the drawings and specifications, submit a written request for an interpretation or correction to the District Purchasing Department, Attn: Donald Rosales, Director of Purchasing at drosales@pylusd.org, or Donna Schumaker at dschumaker@pylusd.org. The bidder submitting this request shall be responsible for its prompt delivery. Requests must be received by at least five (5) days prior to scheduled bid opening.

Any interpretation or correction of the contract documents will be made only by addendum issued by the Governing Board. A copy of such addendum will be uploaded to the District website. If discrepancies in drawings, or specifications, or conflicts between drawing and specifications are not covered by addenda, bidder shall include in the bid the method and materials resulting in the highest bid.

No person is authorized to make any oral interpretation of any provision in the solicitation or contract documents, nor shall any oral interpretation be binding on the District.

9. BIDDERS INTERESTED IN MORE THAN ONE BID.

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid in response to this solicitation unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal

10. AWARD OF CONTRACT. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the Contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the Contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within ten (10) working days after the notice of award of the Contract to bidder, the DISTRICT may award the Contract to the next lowest responsive and responsible bidder or reject all bidders.

11. ALTERNATE BIDS

If alternate bids are called for, the award will be in accordance with Special Provisions.

12. COMPETENCY OF BIDDERS

The District intends to award contracts only to those bidders that it considers responsible enough to perform the contract. In order to determine responsibility, the District reserves the right to conduct any investigations it deems necessary. The District may consider the organization, financial condition, experience, facilities, performance under other contracts, and industry reputation of both the bidder and any subcontractors in determining responsibility. The District may also consider the costs, maintenance considerations, performance data, and guarantees of any equipment and/or materials offered under the bid.

13. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder as contractor shall secure the payment of compensation to all employees. CONTRACTOR shall sign and file with DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." **THIS FORM IS INCLUDED IN THE BID PACKAGE AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS WITH THE BID MAY RESULT IN REJECTION OF THE BID.**

14. SUBSTITUTION OF "OR EQUAL" PRODUCTS:

Whenever in the specifications any material, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of the manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, service or equipment desired and shall be deemed to be followed by the words "**or equal**". Bidder may offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to District approval. Should the bidder wish to request any substitution for the material, process, service or equipment indicated or specified by brand name, trade name, proprietary name or by name of the manufacturer, the bidder shall submit a **written request** to the District no less than **five (5) days before the bid opening date**. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. Request for substitution received less than **five (5) days** prior to bid opening will **not** be considered. These time limitations shall be complied with strictly. There will be no exceptions made to these timelines. It is expressly understood and agreed to by the bidder that the District reserves the right to reject any proposed substitution. If the material, process, service, or equipment offered by bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.

With respect to a proposed substitution of an "equal" item, the bidder shall submit all pertinent and appropriate data substantiating its request for substitution at least **three (3)**

days prior to the bid opening date. District shall only consider substitution requests from the bidder submitting the bid for the Project. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of a proposed substitution shall be borne by the bidder. The District shall be the sole judge as to the quality and suitability of the proposed substitution, and the decision of the District shall be final and conclusive. The District shall notify the bidder in writing of the decision concerning the proposed substitution.

15. DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code Sections 8350 et seq., the successful bidder will be required to execute a drug-free workplace certificate upon execution of the agreement. The Contractor will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the drug-free workplace act could result in penalties including termination of the agreement or suspension of payment thereunder.

16. PROHIBITED INTERESTS

No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested financially in this contract or in any part thereof. Bidder shall receive no compensation and shall repay District for any compensation received by bidder hereunder, should bidder aid, abet or knowingly participate in violation of this article.

Special Conditions and Instructions

Bidder Name: Clearbrook Farms, Inc.

1. Bid site-to-site deliveries. See attachment "A" for price sheet.
2. Bid pricing is to be extended to no more than four (4) decimal points.
3. No delivery during school holidays and vacations and no delivery on Saturday or Sunday.
(Upon award Nutritional Services to provide vendor with school vacation and holiday schedules)
4. All deliveries are to be to the designated storage area at each school location (list attached) during staff working hours. No dark drops. See attachment "B" for school locations.
5. Separate billing for all special school orders (classroom parties, ice cream, punch).
6. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e., customers refrigeration failure)
7. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for bidder's best reduction of expenses, mileage and time.
8. A monthly statement listing all invoices by site, monthly usage report by site and a copy of the public agency price schedule must be sent to each Placentia Yorba Linda Unified School District Nutrition Services. 4999 Casa Loma Ave. Yorba Linda CA 92886, Attention Nutrition Services Accounting, by the 5th working day of each month for preceding month's deliveries.
9. Please note that payment from the District to the distributor will be made within 30 days after the receipt of the month end statement.
10. Do you offer prompt payment incentives? YES _____ NO X
If yes, provide description of incentives

11. Federal Regulation 210.10a(n)(8) allows specified access to contractors records if the contract total amounts are greater than \$10,000. Does your company agree to this?
YES X NO _____
12. Upon request, will you supply USDA Certificates of quality and conditions? YES X NO _____

13. The District reserves the right to add or remove other milk or dairy products as maybe need throughout the term of this contract. The District may add or remove sites as necessary.
14. Escalator Cause - Prices are subject to adjustment for seller's cost increase or decrease not to exceed the percentage increase or decrease applicable to like product in like quantities per established current wholesale quotations for the Sacramento Valley marketing area.
Justification of price changes will be submitted by the seller 30 days in advance of price changes.
15. Seller must meet all local, State and Federal standards for market milk.

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
<i>Clearbrook Farms, Inc.</i>			
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
<i>Wayne Prins</i>			
SIGNATURE		DATE	
<i>Wayne Prins</i>		<i>5-3-18</i>	

**This document must be completed, signed and
returned in sealed proposal package**

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance <div style="text-align: right; margin-top: 10px;">N/A</div>	1. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award <div style="text-align: right; margin-top: 10px;">N/A</div>	2. Report Type: a. initial filing _____ b. material change <div style="text-align: right; margin-top: 10px;">N/A</div> For material change only: Year _____ quarter _____ Date of last report _____
3. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: <div style="text-align: center; margin-top: 20px;">N/A</div> Congressional District, if known:	4. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="text-align: center; margin-top: 20px;">N/A</div> Congressional District, if known:	
5. Federal Department/Agency: <div style="text-align: center; margin-top: 20px;">N/A</div>	6. Federal Program Name/Description: CFDA Number, if applicable: <u>N/A</u>	
7. Federal Action Number, if known: <div style="text-align: center; margin-top: 20px;">N/A</div>	8. Award Amount, if known: \$ <div style="text-align: right; margin-top: 20px;">N/A</div>	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <div style="text-align: center; margin-top: 20px;">N/A</div>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <div style="text-align: right; margin-top: 20px;">N/A</div>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Wayne Prins</u> Print Name: <u>Wayne Prins</u> Title: <u>President</u> Telephone No.: <u>562.806.8011</u> Date: <u>5-3-18</u>	

**This document must be completed, signed and
returned in sealed proposal package**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**Service Level Agreement
Bid 219-01 - Dairy and Juice Products**

Placentia Yorba Linda Unified School District (District) is requesting bids for Dairy and Juice Products. The District is comprised of 33 schools and sites requiring delivery with an average daily attendance of more than 25,000 students.

Agreement: Below are the details of the service expectations from the successful bidder upon receiving the award for this bid. Successful bidder must understand and agree to the following levels of service if they are to enter into an agreement with Placentia Unified School District. It is very important that the Bidder understands that the District's Milk/Dairy Product Bid not only includes the purchase of products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

This is a one (1) year bid with the possibility of Two (2), one (1) year extensions. This bid will be from July 1 thru June 30. This will be an all or nothing award.

1. Failure to meet these specifications shall entitle the District to cancel the contract with 30 day notice.
2. All milk and milk products specified will be purchased from the successful bidder selection. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.
3. Bidder submitting a bid shall specify biodegradable milk containers, which must be acceptable to the Nutritional Services Department. The date of production must be clearly stamped on each case or unit. Seal of container shall not make it unduly difficult to open carton by small children nor produce noticeable leakage. Should a leakage occur, vendor will replace entire crate of milk upon being notified.
4. Milk and milk products must be produced and processed in California and must be Grade A conforming with the Californian Agriculture Code, rBST free, no Antibiotic residue, and meet USDA federal meal program nutrient standards. Successful bidder is to certify in writing that Bovine Growth Hormone (BGH) is or is not administered to herds that supply milk to dairy. Nutritional analysis must be provided immediately upon award of bid or upon request.
5. All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary products. An authorized USDA inspector must supervise the manufacturing plant.

6. STANDARDS. A copy of the report of the most recent State Analysis of milk fat, bacteria count and other pertinent data must be obtained from the State and sent to the Nutrition Services Department with the milk bid. State standards must be maintained during the contract period for all items listed. If the State analysis report does not accompany bid, the bid will not be accepted. The Health Department will take periodic sampling of milk and dairy products delivered. Any deviation from specifications will require replacement or price adjustment.

Site Delivery

1. Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification.
2. Milk will be delivered in a clean plastic carrying case/milk crate. Unclean crates will not be accepted. Damaged Containers will not be accepted.
3. Milk and all dairy products shall be delivered in a refrigerated truck in an approved sanitary manner. **Milk shall be delivered at 35° – 40° F.**
4. Empty milk crates are to be picked up at the time of the next delivery.
5. All out of date products are to be picked up and credit issued as needed. Credit will be required on unused products delivered with less than seven (7) days to expiration.
6. Milk will be stored in the school's milk coolers by the delivery person.
7. Delivery shall not be made so close to service time as to create concern by the school site and necessitate emergency deliveries by the Nutrition Services Department.
8. Deliveries will be accepted during operational hours only. (schedule to be provided by Nutrition Services)
9. Most sites will require 2-3 day per week deliveries, while approximately 13 school sites will need daily deliveries. Delivery minimum must be stated in the bid.
10. Advanced approval by Nutritional Services Department must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
11. In the event deliveries are not made, which results in loss of reimbursement funds for the District's lunch program; upon satisfactory agreement between the

awarded bidder and the District, the District will deduct the total lost reimbursement from the Supplier's current invoices.

12. A duplicate of the signed invoice ticket shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to District's Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.

By signing below, you agree to provide the above level service to Placentia Yorba Linda Unified School District. .

Clearbrook Farms, Inc.
Company Name (Print or Type)

Wayne Prins
Authorized Company Representative Signature

5-3-18
Date

Wayne Prins
Print Name

562 806-8011
Telephone Number

wayneprins@clearbrookfarms.net
Email Address

B I D P A G E

Vendors that submit a bid against the items listed on the equipment page and in the bid pages must be aware that Placentia-Yorba Linda Unified School District reserves the right to award this bid to one vendor or multiple vendors.

VENDOR BID PAGE
DAIRY AND JUICE PRODUCTS
BID #219-01

In compliance with the request for bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices bid opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

FIRM NAME: Clearbrook Farms, Inc.

BY: Wayne Prins Wayne Prins
Print or type name Manual signature

TITLE: President

ADDRESS: 7011 Stewart + Gray Rd Downey CA 90241
Number Street City State Zip

562 806-8011 5-3-18
Phone Date

Additional condition or explanations: _____

**This document must be completed, signed and
returned in sealed proposal package**

DELIVERY SCHEDULE

Complete and return this form in the bid package. Complete both the Delivery Days and Estimated Delivery Times columns. This information will be used in evaluating this bid.

School Sites – Specifics

Attachment “B”, School Site Locations

School Site	Address	Hours of Operation
HIGH SCHOOL		
El Camino High School	1351 E. Orangethorpe Ave. Placentia, CA 92870	9:30 – 1:45
El Dorado High School	1651 N. Valencia Ave. Placentia, CA 92870	5:00 – 1:30
Esperanza High School	1830 N. Kellogg Dr. Anaheim, CA 92807	5:00 – 1:30
Valencia High School	500 N. Bradford Ave. Placentia, CA 92870	6:00 – 2:00
Yorba Linda High School	19900 Bastanchury Rd. Yorba Linda, CA 92886	6:00 – 2:00
MIDDLE SCHOOL		
Bernardo Yorba Middle	5350 Fairmont Blvd. Yorba Linda, CA 92886	7:15 – 2:15
Kraemer Middle School	645 N. Angelina Dr. Placentia, CA 92870	7:00 – 3:00
Travis Ranch Middle School*	5200 Via de la Escuela Yorba Linda, CA 92887	7:30 – 2:30
Tuffree Middle School	2151 N. Kraemer Blvd. Placentia, CA 92870	7:00 – 2:30
Valadez Middle School	161 E. La Jolla St. Placentia, CA 92870	7:00 – 2:30
Yorba Middle School	4777 Casa Loma Ave. Yorba Linda, CA 92886	8:00 - 3:15
ELEMENTARY SCHOOL		
Brookhaven	1851 N. Brookhaven Placentia, CA 92870	11:00 – 1:30
Bryant Ranch	24695 Paseo de Toronto Yorba Linda, CA 92887	10:30 – 1:30
Fairmont	5241 Fairmont Blvd. Yorba Linda, CA 92886	10:30 – 1:45
George Key	710 E. Golden Ave. Placentia, CA 92870	10:30 – 1:00
Glenknoll	6361 Glenknoll Dr. Yorba Linda, CA 92886	10:30 – 1:15
Glenview	1775 Glenview Ave. Anaheim, CA 92807	7:00 – 1:15
Golden	740 E. Golden Ave. Placentia, CA 92870	10:30 – 1:30

School Site	Address	Hours of Operation
Lakeview	17510 Lakeview Ave. Yorba Linda, CA 92886	10:30 – 1:15
Linda Vista	5600 S. Ohio Yorba Linda, CA 92886	10:30 – 1:15
Mabel Paine	4444 Plumosa Dr. Yorba Linda, CA 92886	7:00 – 1:00
Melrose	974 S. Melrose St. Placentia, CA 92870	6:40 – 1:00
Morse	431 E. Morse Ave. Placentia, CA 92870	6:30 – 1:45
Rio Vista	310 N. Rio Vista St. Anaheim, CA 92806	7:00 – 1:30
Rose Drive	4700 Rose Dr. Placentia, CA 92870	10:15 – 1:15
Ruby Drive	601 Ruby Dr. Placentia, CA 92870	6:30 – 1:30
Sierra Vista	1811 N. Placentia Ave. Placentia, CA 92870	10:30 – 1:30
Topaz	3232 Topaz Lane Fullerton, CA 92831	6:30 – 1:30
Travis Ranch Elementary*	5200 Via de la Escuela Yorba Linda, CA 92887	11:15 – 1:45
Tynes	735 Stanford Dr. Placentia, CA 92870	7:00 – 1:45
Van Buren	1245 N. Van Buren Placentia, CA 92870	7:00 – 1:45
Wagner	717 E. Yorba Linda Blvd. Placentia, CA 92870	10:30 – 1:45
Woodsboro	7575 Woodsboro Ave. Anaheim, CA 92807	6:50 – 1:30

*Note Travis Ranch Elementary & Middle School kitchens are separate

Attachment "B", School Site Locations

School Site	Estimated Breakfast	Estimated Lunch	PYLUSD Requested Weekly Deliveries	Estimated Delivery Times
Brookhaven	N/A	130	Every Other Day (over 2 weeks)	11:00 - 1:30
Bryant Ranch	N/A	145	Every Other Day (over 2 weeks)	10:30 - 1:30
Fairmont	N/A	170	Every Other Day (over 2 weeks)	10:30 - 1:45
George Key	25	34	Every Other Day (over 2 weeks)	10:30 - 1:00
Glenknoll	N/A	120	Every Other Day (over 2 weeks)	10:30 - 1:15
Glenview	50	215	Every Other Day (over 2 weeks)	7:00 - 11
Golden	N/A	215	Every Other Day (over 2 weeks)	10:30 - 1:30
Lakeview	N/A	145	Every Other Day (over 2 weeks)	10:30 - 1:15
Linda Vista	N/A	100	Every Other Day (over 2 weeks)	10:30 - 1:15
Mabel Paine	35	140	Every Other Day (over 2 weeks)	7:00 - 11:00
Melrose	125	540	DAILY	6:40 - 11
Morse	97	275	DAILY	6:30 - 11
Rio Vista	200	675	DAILY	7:00 - 11
Rose Drive	N/A	120	Every Other Day (over 2 weeks)	10:15 - 1:15
Ruby	85	275	DAILY	6:30 - 11
Sierra Vista	N/A	140	Every Other Day (over 2 weeks)	10:30 - 1:30
Topaz	100	385	DAILY	6:30 - 1:30
Travis Ranch Elementary	N/A	110	Every Other Day (over 2 weeks)	11:15 - 1:45
Tynes	235	540	DAILY	7:00 - 11
Van Buren	35	220	DAILY	7:00 - 11
Wagner	N/A	135	Every Other Day (over 2 weeks)	10:30 - 1:45
Woodsboro	10	145	Every Other Day (over 2 weeks)	6:50 - 11

**This document must be completed, signed and
returned in sealed proposal package**

School Site	Estimated Breakfast	Estimated Lunch	PYLUUSD Requested Weekly Deliveries	Estimated Delivery Times
El Camino HS	45	60	Every Other Day (over 2 weeks)	9:30-11
El Dorado HS	145	275	DAILY	5:00-9
Esperanza HS	130	260	DAILY	5:00-9
Valencia HS	700	1050	DAILY	6:00-10
Yorba Linda HS	145	240	DAILY	6:00-10
Bernardo Yorba MS	60	200	Every Other Day (over 2 weeks)	7:00-10
Kraemer MS	160	400	DAILY	7:00-10
Travis Ranch MS	65	175	Every Other Day (over 2 weeks)	7:30-10
Tuffree MS	125	225	DAILY	7:00-10
Valadez MS	345	500	DAILY	7:00-10
Yorba Linda MS	70	250	DAILY	8:00-11

Signature: Wayne [Signature] Date: 5-3-18

**This document must be completed, signed and
returned in sealed proposal package**

INFORMATION REQUIRED OF BIDDER

The bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

Clearbrook Farms, Inc.
7011 Stewart + Gray Rd
Downey, CA 90241

- (2) Telephone: 562 806-8011 Fax No.: 562 806-4611
Electronic Mail: wayne@clearbrookfarms.net

- (3) Individual _____ Partnership _____ Corporation ☒ (check one)

- (4) License No. 1252
Name of License Holder Clearbrook Farms, Inc.

- (5) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
<u>Wayne Prins</u>	<u>Pres, Treasure</u>
<u>Harry Prins Jr</u>	<u>VP, Secretary</u>
<u>Jack Prins</u>	<u>Sales Rep.</u>

- (6) Person who attended the mandatory pre-bid meeting:

Name: X

Title: X

- (7) Are you currently under contract with any school district? Yes ☒ No _____ If the answer is "Yes," please provide the following information:

(a) Name of School District: Long Beach USD
Location of School District: Long Beach, Ca

Name of School District Representative: Darlene Martin
Describe the Contract: Delivery of Dairy Products to 83 schools daily

(b) Name of School District: Downey USD
Location of School District: Downey, Calif.
Name of School District Representative: Christine Woods
Describe the Contract: Delivery of Dairy Products to 20 schools daily

(c) Name of School District: Anaheim UHSD
Location of School District: Anaheim, Calif.
Name of School District Representative: Olando Griego
Describe the Contract: Delivery of Dairy Products to 40 schools daily

Attach additional sheets as necessary.

(8) If any of the following has occurred within the last ten (10) years with a school district involving a supplies contract, please describe in detail the circumstances for each occurrence:

- Withdrawal of a bid as a result of an error
- Failure to enter into a contract once selected
- Debarment by any local, municipal, county, state, or federal agency
- Dispute with regard to availability of inventory or timely delivery
- Involvement in litigation, arbitration, mediation or dispute
- Conviction of the firm or any of its principals for violating a state or federal anti-trust law by bid-rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance

None of the above

Attach additional sheets as necessary.

- (11) List of References – Please provide references of school districts and/or any public agencies that you have contracted with to provide supplies. DISTRICT has discretion to require more than five (5) references.

1. Name: Long Beach USD
Address and Telephone: 3333 Airport Way Long Beach, Ca 90806
(562) 427-7923
Contact Person: Darlene Martin
Description of Work: Dairy Products to schools
~~S&S~~

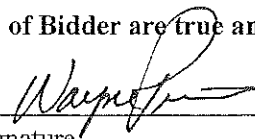
2. Name: Anaheim UHSD
Address and Telephone: 501 Crescent Way Anaheim, Ca 92801
(714) 999-3602
Contact Person: Orlando Griego
Description of Work: Dairy Products to schools

3. Name: Downey USD
Address and Telephone: 11627 Brookshire Ave Downey, Ca 90241
(562) 469-6671
Contact Person: Christine Woods
Description of Work: Dairy Products to schools

4. Name: Irvine USD
Address and Telephone: 5050 Barranca Parkway Irvine, Ca 92604
(949) 936-6520
Contact Person: Jill Harstein
Description of Work: Dairy Products to Schools

5. Name: Magnolia USD
Address and Telephone: 2705 W. Orange Ave Anaheim, Ca 92804
(714)-761-2151
Contact Person: Susan Sealw
Description of Work: Dairy Products to schools

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.



Signature

Wayne Prins

Print Name

President

Title

5-3-18

Date

NONCOLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH BID

I, Wayne Prins, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of 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 declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

5-3-18
Date

Clearbrook Farms, Inc.
Name of Vendor

Wayne Prins, President
Printed name of Authorized Company Representative

Wayne Prins
Signature of Authorized Company Representative

**CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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



(Signature)

Wayne Prins

(Print)

5-3-18

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

Dairy and Juice Products - Bid Number 219-01

Attn Vendors: This is an all or nothing bid award. Vendor must bid on all items in order to be considered responsive.

QUANTITIES: The quantities listed herein are estimates only and based on the prior year's consumption. Placentia-Yorba Linda Unified School District reserves the right to purchase reasonably more or less than the quantities stated.

All prices need to be for April 2018

Item #	Estimated Annual Quantity Usage EA	Item Description	Pack Size	Brand	Price Per Each	Product Origin
0134	12,000	White Nonfat ½ PT Carton	35	Rockview	.173	USA
0138	225,000	White 1% Lowfat ½ PT Carton	35	Rockview	.185	USA
0150	1,300,000	Chocolate Nonfat ½ PT Carton	35	Rockview	.174	USA
0361	231,000	Orange Juice 4oz Carton	35	Rockview	.155	USA
0368	332,000	Apple Juice 4oz Carton	35	Rockview	.105	USA
0366	133,000	Wild Berry Juice 4oz Carton Very	35	Rockview	.11	USA
1608	95,000	Fruit Punch Juice 4oz Carton (100% Juice)	15	Driftwood	.115	USA
3135 3150	15,500	Yogurt 4oz flavored- asst flavors Trix	48 48	Yami Trix	.31 .29	USA
0257	375	LF Yogurt Vanilla 32#	1	Rockview	27.49	USA
3305	175	LF Yogurt Vanilla 5# Quart	6	Hilly	2.19	USA
0291	36	Sour Cream 5lb	1	Rockview	6.99	USA
3811	1264 (cs)	Lite Cream Cheese 1oz Cups (100-1oz cups)	1cs	Smithfield	16.19	USA
	15 cases (300 ea) (275)	Coffee Creamer - 1oz 1/2oz portions shelf stable plain and flavored	1	International Delight	21.99	USA

Company Name:

Clearbrook Farms, Inc.

Representative Signature:

Wayne

Date:

5-3-18



Fountain Valley School District
BUSINESS SERVICES DEPARTMENT

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **APPROVE THE AGREEMENT FOR PROFESSIONAL SERVICES
WITH DANNIS WOLIVER KELLEY**
DATE: June 10, 2019

Background:

Dannis Woliver Kelley (DWK) is a full service educational law firm that provides legal services to more than 200 school districts in California. Since 2001, DWK has acted as bond counsel and disclosure counsel for school districts in a vast array of securities offerings. As a result DWK has established effective relationships with an array of independent financial advisors, underwriting firms, and other bond counsel firms in order to best serve their school district clients. DWK has been the District's Bond Council since 2017.

Fiscal Impact:

Services will be provided on an hourly basis at a rate of \$245-\$360 for attorneys and \$130-\$180 for paralegals and clerics, based on level of experience, qualifications and nature of service provided.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Dannis Woliver Kelley to provide Professional Legal Services.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on July 1, 2019, by and between the Fountain Valley School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2019, through and including June 30, 2020, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees

and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any conflicts of interest, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.


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

FOUNTAIN VALLEY SCHOOL DISTRICT

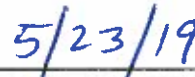
Mark Johnson, Ed.D.
Superintendent

Date

DANNIS WOLIVER KELLEY



Janet L. Mueller
Attorney at Law



Date

At its public meeting of _____, 2019, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **REVIEW OF INVESTMENT POLICY**
DATE: June 10, 2019

Background:

Government Code section 35646 requires the chief fiscal officer of each local agency in California to annually render a statement of the agency's investment policy. The Fountain Valley School District Board of Trustees adopted an Investment Policy statement in October of 1996 which provides additional detail to Board Policy 3430(a) Investing.

In reviewing the District's current Board Policy 3430(a) no changes were found to be necessary for the 2019-2020 fiscal year.

Fiscal Impact:

None at this time

Recommendation:

It is recommended that the Board of Trustees receives the Investment Policy for review.

FOUNTAIN VALLEY SCHOOL DISTRICT

INVESTMENT POLICY

I. PURPOSE

To establish a policy for investment of funds by the Fountain Valley School District (herein called the District). The policy also governs the issuance of debt by the District. This policy is based upon federal, state, and local laws, and prudent money management practices. To the extent that this policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this policy are:

To assure compliance with all federal, state, and local laws governing the investment of monies and the issuance of debt,

To protect the principal deposits of the District, and

To generate investment income within the parameters of this policy.

II. POLICY

The District's primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the District. The investment factors the District shall consider in order of descending importance are the following:

Safety of invested funds,

Sufficient liquidity to meet future cash flow requirements, and

Attain maximum yield consistent with the aforementioned requirements.

In addition, the District shall adopt measures as set forth herein to ensure that the issuance of debt by the District complies with all applicable state and federal laws, including federal and state securities laws.

The Superintendent or its designee, under the direction of the Board of Trustees shall have the responsibility for all decisions and activities performed under the District's investment policy. The Superintendent shall have the ability to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio and to implement this investment policy.

III. LEGAL CONSTRAINT

Pursuant to California Education Code Section 41001, the District shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper Fund of the District except as otherwise provided herein.

Pursuant to California Education Code Section 41015, the District may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for the immediate necessities of the District in any of the investments specified in California Government Code Sections 16430 or 53601. Special Reserve Funds are defined as those funds which the Board of Education has designated for capital outlay or other purposes where an accumulation over a period of fiscal years is desired.

IV. AUTHORIZED INVESTMENTS

The District shall make investments in the context of the “Prudent Investor Rule” (Civil Code Section 2261 et seq.), which in substance states that:

“Investment shall be made with the judgment and care, under circumstances then prevailing which person of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation; but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The District shall deposit all funds received or collected from any source into the Orange County Treasury, except as provided for through California Education Code. Those funds maintained in a Special Reserve Fund or any surplus fund not required for the immediate necessities of the District shall be available for investment (“funds available for investment”) under the conditions set forth in this policy.

Authorized investments are:

1. The Orange County Investment Pool(s) established by the Orange County Treasurer for the benefit of local agencies and/or schools. The District may invest up to one hundred percent (100%) of its funds available for investment in the Orange County Investment Pool(s).
2. The Local Agency Investment Fund established by the California State Treasurer for the benefit of local agencies. The District may invest up to one hundred percent (100%) of its funds available for investment in the Local Agency Investment Fund.

3. To the extent that the District directs the investment of its funds to specific securities, those securities shall be limited to the securities identified in California Government Code Section 53601. However, the District will not, under any circumstances, direct the investment of its funds to reverse repurchase agreements unless such transactions are matched to maturity.

Monies received from the sources, or for the purposes listed below may be deposited in a bank or other financial institution. Monies so deposited shall be in a fully insured or collateralized account(s) or instrument(s). An individual bank account shall not exceed \$100,000 (Education Code Section 41002.5). Bank accounts maintained outside of the County Treasury shall be limited to the following purposes:

- a. Cash Clearing Account
Purpose: To deposit accounts receivable checks then write check to Fountain Valley School District once checks have cleared.
- b. Revolving Cash
Purpose: Emergency transactions for payroll and accounts payable.
- c. Self-Insured Trust Account
Purpose: To pay various insurance claims.
- d. TRANS Proceeds

V. COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS

The District will take reasonable steps to ensure that any debt offerings issued by the District comply fully with all applicable state and federal securities laws. In connection with all debt offerings issued by the District, the District will retain bond counsel to review the offering materials prepared in connection with the debt offering to ensure that disclosures contained in offering materials comply with federal and state securities laws. The Assistant Superintendent of Business Services shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials.

VI. DEPOSIT OF PROCEEDS FROM THE ISSUANCE OF DEBT

The District shall not issue debt, for the sole purpose of generating funds for investment. The District shall limit the issuance of debt for the purposes of meeting short-term cash flow needs and to finance capital projects.

When depositing proceeds from the issuance of debt, the District shall limit such investments to those authorized investments identified in this policy. Should a trust agreement of a particular debt issued by the District be more restrictive than the District's policy on authorized investments, then the trust agreement will take precedence.

VII. INVESTMENT REVIEWS

The Assistant Superintendent of Business Services will review quarterly reports on investment performance.

VIII. CHANGES TO INVESTMENT POLICY

This policy dated October 24, 1996, has been submitted to the Board of Trustees for review and approval. This policy will be reviewed at least annually to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends. Any proposed amendments to the Investment Policy will require approval by the Board of Trustees.

IX. FINANCIAL PROFESSIONAL'S COMPLIANCE WITH INVESTMENT POLICY

All outside investment advisors/managers, attorneys and other financial professionals employed or retained by the District and/or its representatives, including without limitation financial advisors, underwriters, bond counsel, and disclosure counsel, must review this policy and sign a statement of compliance confirming that they have reviewed this investment policy and will fully comply with these policies. A copy of this statement of compliance is attached as Exhibit A.

**STATEMENT OF COMPLIANCE WITH INVESTMENT POLICIES
ADOPTED BY THE FOUNTAIN VALLEY SCHOOL DISTRICT**

The undersigned has been retained to perform services for the Fountain Valley School District. The undersigned has been provided with a copy of the Fountain Valley School District Investment Policies and has reviewed the Investment Policy thoroughly. In providing services to the Department, the undersigned agrees to comply fully with all of the policies and procedures set forth in the Investment Policies.

Date: June 14, 2019

By: _____

Christine Fullerton

Assistant Superintendent, Business



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Diane Sharpe, Food Service Director
SUBJECT: APPROVE THE ANNUAL CONTRACT WITH PREFERRED MEAL SYSTEMS FOR THE PURCHASE OF FOOD AND SUPPLIES FOR 2019-2020
DATE: June 10, 2019

Background:

Preferred Meal Systems has been providing the Fountain Valley School District's Food Service program with high quality food, supplies and services during the 2018-2019 school year. The quality of food products is high and well accepted by the elementary level students.

Fiscal Impact:

The use of the Preferred Meal System's contract allows the District to purchase high quality meals at a competitive price, with consistent delivery and a more versatile product availability. There is an increase in unit price per lunch from \$2.20 to \$2.23 for the annual contract renewal. This price increase will not negatively affect the Food Service Program budget.

Recommendation:

It is recommended that the Board of Trustees approve the 2019- 2020 contract renewal with Preferred Meal Systems for purchase of food and supplies.

CONTRACT RENEWAL AGREEMENT FOR MEAL SERVICES

FIRST ANNUAL RENEWAL

This Renewal Agreement effective July 1, 2019, by and between Preferred Meal Systems, Inc. 5240 St. Charles Road, Berkeley IL 60163 ("Preferred") and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, CA 92708 ("Customer").

WHEREAS, the parties entered into an Agreement dated April 13, 2018 (the "Agreement") whereby Preferred would provide and Customer would pay for a food service program at Fountain Valley School District; and

WHEREAS, the current term of the Agreement expires on June 30, 2019; and

WHEREAS, the parties wish to renew the Agreement for one (1) year.

NOW THEREFORE, the parties agree as follows:

1. The parties acknowledge that this is the annual renewal of this Agreement and is permitted under the rules and regulations of the USDA.
2. The Agreement is hereby renewed for the period commencing July 1, 2019 and ending June 30, 2020.
3. The purchase price for the meals for this renewal period shall be as follows:

Lunch	\$2.23
-------	--------
4. This Agreement may be renewed for additional periods of one (1) year or for such number of years as permitted by the USDA. Such renewal shall be upon the written mutual consent of both parties and the prices per contract renewal will be negotiated at each annual renewal period.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

Fountain Valley School District

Preferred Meal Systems, Inc.

By: _____
Signature

By: Pat Tillman
Signature

Printed Name & Title

Patrice Tillman, VP/Controller
Printed Name & Title

Date

March 1, 2019
Date



an elior company

Compliance with the Buy American Provision of the National School Lunch Program

Preferred Meals is aware of the Buy American terms and requirements. As a School Food Service provider we support the mission of the Child Nutrition Programs and understand the importance of supporting American agriculture.

When menuing a product, such as bananas, that is not grown in the United States, we will purchase non-domestic foods. We closely monitor the pricing of domestic and non-domestic products and will make certain that we are in compliance with the Buy American Provision.

We are responsive to our customers' needs and provide the necessary documentation to our customers to guarantee our compliance with the provision. We maintain a file of labels designating that the United States is the country of origin for the foods we use in our meals.

Preferred Meals assures that small, minority, and women owned business enterprises are used. The documents supporting our patronage of these businesses are available for review.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

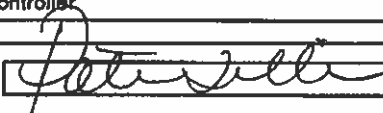
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Preferred Meal Systems, Inc.	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix	* First Name Patrice Middle Name
* Last Name Tillman	Suffix
* Title VP-Controller	
* SIGNATURE 	* DATE 3/7/2018

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 CFR Part 3018, "New Restrictions on Lobbying," and 7 CFR Part 3017, "Government-wide Debarment and Suspension (Nonprocurement) and 7 CFR Part 3021 Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U. S. Code, and implemented at 7 CFR Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 CFR Part 3018.105, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; and

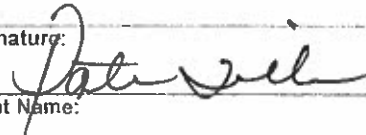
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

N.A.

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance		2. Status of Federal Action: a. Bid/Offer/Application b. Initial Award c. Post-Award		3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known Congressional District, if known: _____				5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:				7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:				9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):				c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: 	
				Print Name: Patrice Tillman	
				Title: VP - Controller	
				Telephone No: (708) 318-2500	
FEDERAL USE ONLY:				Date: 03/7/2018	
Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)					

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.


2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200:

- A. The contractor certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

<u>Preferred Meal Systems, Inc.</u>	<u>Fountain Valley School District</u>
Contractor/Company Name	PR/Award Number or Project Name

Patrice Tillman, VP - Controller
Name(s) and Title(s) of Authorized Representatives


Signature(s)

03/13/2019

Date

Form AD-1047 (1/92)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the school food authority and vendor shall execute this Certificate of Independent Price Determination.

Preferred Meal Systems, Inc.

Fountain Valley School District

Name of Vendor

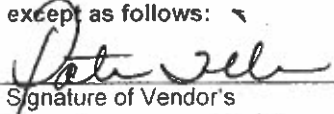
Name of Sponsor

(A) By submission of this offer, the offeror (vendor) certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the offeror certifies that:

- (4) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (5) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Vendor and its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows: 

Signature of Vendor's
Authorized Representative

VP - Controller
Title

03/07/2019
Date

In accepting this offer, the Sponsor certifies that no representative of the Sponsor has taken any action, which may have jeopardized the independence of the offer referred to above.

Signature of Sponsor's
Authorized Representative

Title

Date

NOTE: Accepting a bidder's offer does not constitute award of the contract.

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 U.S.C. 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Preferred Meal Systems, Inc.
Name of Food Service Management Company

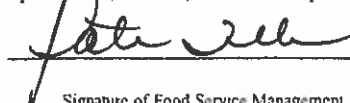
Fountain Valley School District
Name of School Food Authority

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.



Signature of Food Service Management
Company's Authorized Representative

VP-Controller

Title

03/7/2019

Date

Debarment and Suspension

Certification regarding debarment, suspension, ineligibility and voluntary exclusion--lower tier covered transactions.

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 *Code of Federal Regulations* Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

Instructions for Certification

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

which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

Name of Applicant:

Preferred Meal Systems, Inc

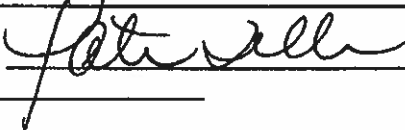
Name of Program:

Fountain Valley School District

Printed Name and Title of Authorized Representative:

Patrice Tillman / VP-Controller

Signature:



Date:



Fountain Valley School District
Support Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Kate Smith, Director, Support Services
SUBJECT: **Bio-Acoustical Corporation**
DATE: June 10, 2019

Background:

Bio-Acoustical's custom mobile hearing testing units can test up to six people at one time, one group every 15 minutes. Testing is conducted in ventilated, individual sound treated rooms by bilingual (English/Spanish) CAOHC certified audiometric technicians. All mobile hearing testing and training materials are available in both English and Spanish. Their audiometers are calibrated to ensure that measurements are accurate and conform to OSHA regulations. Bio-Acoustical will perform near, far, and color vision screenings and hearing screenings for students designated by the School District. They will also perform retesting if necessary. Agreement is effective for the 2019-2020 school year.

Fiscal Impact:

\$17,000.00

Recommendation:

It is recommended that the Board of Trustees approves the contract between Bio-Acoustical Corporation and Fountain Valley School District.



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Kate Smith, Director, Support Services
SUBJECT: **School-Based Medi-Cal Administrative Activities (SMAA) Participation Agreement**
DATE: June 10, 2019

Background:

Orange County Department of Education, Region 9 Local Educational Consortium (LEC) has entered into an Agreement with the California State Department of Health Care Services to serve Local Educational Consortium for Region 9 in accordance with the California Welfare and Institutions Code. As part of Region 9, FVSD is referred to as the Local Education Agency (LEA) to administer School-based Medi-Cal Administrative Activities (SMAA). The goal of the School-based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of School-based Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families where appropriate.

Fiscal Impact:

FVSD will receive Medi-Cal reimbursement over an annual 4.5% fee per quarterly claim to SMAA.

Recommendation:

It is recommended that the Board of Trustees approve the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2019 through June 30, 2020 and authorize the Superintendent or designee to sign all documents.

2 FOUNTAIN VALLEY SCHOOL DISTRICT
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July, 2019,
6 by and between the Orange County Superintendent of Schools, 200 Kalmus
7 Drive, Costa Mesa, California 92626, Region 9 Local Educational
8 Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the
9 Fountain Valley School District, 10055 Slater Avenue, Fountain Valley,
10 California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT
and DISTRICT shall be collectively referred to as the Parties.

11 WITNESSETH:

12 WHEREAS, SUPERINTENDENT has entered into an Agreement with the
13 California State Department of Health Care Services, hereinafter
14 referred to as STATE, which is incorporated herein by this reference,
15 to serve as the Local Educational Consortium (LEC) for the Region 9
16 in accordance with the California Welfare and Institutions Code
17 Section 14132.47(c) (1); and

18 WHEREAS, SUPERINTENDENT has been designated by the STATE to
19 represent school districts and county offices located in Region 9,
20 hereinafter referred to as LEA (Local Education Agency) to administer
21 School-Based Medi-Cal Administrative Activities (SMAA) described as
22 Administrative Claiming process in the California Welfare and
23 Institutions Code Section 14132.47(c) (1); and

24 WHEREAS, the goal of the School-Based Medi-Cal Administrative
25 Activities (SMAA) Program is to improve the availability and
accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

3 WHEREAS, DISTRICT is providing School-Based Medi-Cal
4 Administrative Activities and wishes to participate in the School-
5 Based Medi-Cal Administrative Activities Program.

6 NOW, THEREFORE, the Parties hereby agree as follows:

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one
8 (1) year commencing on July 1, 2019, and ending on June 30, 2020,
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

11 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
12 amended as necessary to comply with all Federal, state and
13 SUPERINTENDENT'S program requirements.

14 b. "Certify" to the STATE:

15 1. The amount of DISTRICT'S general funds or any other
16 funds allowed under Federal law and regulation expended
17 are allowable "Program activities".

18 2. The availability and expenditure of one hundred percent
19 (100%) of the non-Federal cost of performing Program
20 activities.

21 3. That DISTRICT expenditures represent costs that are
22 eligible for Federal financial participation for that
23 fiscal year.

24 c. Act as liaison between STATE and DISTRICT and as mandated
25 by STATE, attend STATE trainings.

- 1 d. As mandated, provide a software platform through a third
2 party vendor, through which the DISTRICT shall utilize
3 the Random Moment Time Survey (RMTS) process. Although
4 the SUPERINTENDENT will make every reasonable effort to
5 facilitate the use of the software platform, the
6 SUPERINTENDENT is not responsible for problems resulting
7 from software platform or system errors.
- 8 e. Represent DISTRICT'S issues, concerns, and questions at
9 scheduled statewide LEC Advisory Committee meetings,
10 STATE meetings, and SMAA Program work groups.
- 11 f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
12 and trainings and provide STATE approved training
13 materials and updates to DISTRICT.
- 14 g. On behalf of STATE, provide SMAA and RMTS program
15 technical assistance.
- 16 h. Code all RMTS moments and make available to the DISTRICT
17 its RMTS results. Coding is based on the presumption that
18 the responses received from the DISTRICT are accurate and
19 all necessary documentation exists to support it. The LEC
20 shall not be responsible for monitoring, reviewing or
21 verifying documentation for any coded moment.
- 22 i. Review and submit the Random Moment Time Survey (RMTS)
23 quarterly invoices and related supporting documentation
24 to the STATE on behalf of the DISTRICT and convey to the
25 DISTRICT by warrant all funds received on behalf of
DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this
2 AGREEMENT. No funds will be conveyed to DISTRICT for
3 invoices that have been disallowed by the STATE or any
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all
8 Federal, STATE, and SUPERINTENDENT'S Program
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the
13 RMTS quarterly invoice for a mutually agreed to additional
14 fee (See Appendix "C").

15 n. If necessary, assist the DISTRICT with the calculation of
16 the LEA Medi-Cal Eligibility Rate or "Data Match
17 Percentage" from student data submitted by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon
19 request and appeal DISTRICT decision or action through
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
23 amended as necessary to comply with all Federal, STATE and
24 SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and
SUPERINTENDENT'S Program requirements.

- 1 c. RMTS software platform may be accessed only by employees
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to
3 comply with the confidentiality and other requirements
4 associated with use of the RMTS software platform. DISTRICT
5 shall be responsible for any unauthorized use and
6 understands that the DISTRICT may be held liable.
- 7 d. Quarterly assess SMAA claiming potential within the
8 DISTRICT and determine which staff perform SMAA activities
9 and what direct charges, if applicable, will be claimed.
10 The DISTRICT will determine which staff participate in the
11 quarterly Random Moment Time Survey (RMTS).
- 12 e. Certify to the SUPERINTENDENT and STATE:
- 13 1. The amount of DISTRICT'S general funds or any other
14 funds allowed under Federal law and regulations
15 expended on the allowable "Program activities".
- 16 2. The availability and expenditure, from allowable non-
17 Federal funding sources, of one hundred percent (100%)
18 of the cost of performing Program activities.
- 19 3. Expenditures represent costs that are eligible for
20 Federal financial participation for that fiscal year.
- 21 f. If subcontracting for certain administrative activities,
22 provide SUPERINTENDENT with a copy of the DISTRICT'S
23 contract with vendor. DISTRICT may include vendor's
24 allowable costs on its invoice, to the extent that same
25 tasks are not performed by the SUPERINTENDENT and with the

1 understanding that the total annual vendor fees cannot
2 exceed fifteen percent (15%).

3 g. Ensure that DISTRICT'S designated SMAA Coordinator attends
4 quarterly Region 9 LEC SMAA Coordinators trainings and
5 meetings.

6 h. Adhere to timelines established by the STATE and
7 SUPERINTENDENT for completion of Program documentation
8 (e.g., Program invoices, Random Moment Time Survey (RMTS)
9 Rosters, Coding reports, etc.). Respond in a timely manner
10 to all STATE and SUPERINTENDENT requests for information
11 and documentation.

12 i. Respond to SUPERINTENDENT reviews with information and
13 corrected documents upon request and work with
14 SUPERINTENDENT to resolve any outstanding matters.

15 j. Appeal SUPERINTENDENT's decision through the STATE SMAA
16 LEA Appeal Process if necessary.

17 k. Complete quarterly Random Moment Time Survey (RMTS), as
18 required by the Centers for Medicare and Medicaid Services
19 (CMS), to determine the amount of paid time spent on Program
20 claimable activities.

21 l. DISTRICT will maintain a minimum response rate of eighty-
22 five percent (85%) of the moments assigned per time study
23 quarter. If DISTRICT is unable to maintain the required
24 response rate, DISTRICT will have sanctions applied
25 according to the School-Based Medi-Cal Administrative
Activities (SMAA) Manual.

1 m. Develop and maintain at the DISTRICT an Audit File to
2 include at a minimum the following:

- 3 • Training materials.
- 4 • Random Moment Time Survey (RMTS) Time Survey
5 Participant (TSP) Roster Reports and other
6 documentation, including validation of time survey
7 participant attendance.
- 8 • Time certification and supporting documentation
9 for direct charge staff.
- 10 • Position Descriptions/Duty Statements.
- 11 • Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

12 n. Prepare and certify School-Based MAA invoices to the LEC
13 in conformance with STATE requirements and timelines
14 providing SUPERINTENDENT with copies of SMAA invoice
15 supporting documentation upon request.

16 o. DISTRICT agrees to maintain and preserve, documentation
17 for a period of not less than five (5) years after
18 termination of Agreement Number 48051 and final payment
19 from Department of Health Care Services (DHCS) to
20 SUPERINTENDENT, to permit Department of Health Care
21 Services (DHCS) or any duly authorized representative to
22 have access to examine or audit any pertinent books,
23 documents, papers and records related to this AGREEMENT and
24 to allow interviews of any employee who might reasonably
25 have information related to such records.

1 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars
2 (\$10,000.00), DISTRICT shall agree and comply with the
3 following terms and conditions:

4 1. Maintain books, records, documents, and other
5 evidence, accounting procedures and practices
6 sufficient to properly reflect all direct and indirect
7 costs of whatever nature claimed to have been incurred
8 in the performance of this AGREEMENT, including any
9 matching costs and expenses. The foregoing
10 constitutes "records" for the purpose of this
11 provision.

12 2. DISTRICT'S facility or office or such part thereof as
13 may be engaged in the performance of this AGREEMENT
14 and its records shall be subject at all reasonable
15 times to inspection, audit, and reproduction.

16 3. The Department of Health Care Services (DHCS), the
17 Department of General Services, the Bureau of State
18 Audits, or their designated representatives including
19 the Comptroller General of the United States shall
20 have the right to review and to copy any records and
21 supporting documentation pertaining to the
22 performance of this AGREEMENT. DISTRICT agrees to
23 allow the auditor(s) access to such records during
24 normal business hours and to allow interviews of any
25 employees who might reasonably have information
related to such records. Further, DISTRICT agrees to

1 include a similar right of the STATE to audit records
2 and interview staff related to performance of this
3 AGREEMENT.

4 4. Preserve and make available its records (1) for a
5 period of five (5) years from the date of final
6 payment under this AGREEMENT, and (2) for such longer
7 period, if any, as required by applicable statute, by
8 any other provision of this AGREEMENT, or by
9 subparagraphs (a) or (b) below:

10 (a) If this AGREEMENT is completely or partially
11 terminated, the records relating to the work
12 terminated shall be preserved and made available
13 for a period of five (5) years from the date of
14 resulting final settlement.

15 (b) If any litigation, claim, negotiation, audit, or
16 other action involving the records has been
17 started before the expiration of the five (5)
18 year period, the records shall be retained until
19 completion of the action and resolution of all
20 issues which arise from it, or until the end of
21 the regular five (5) year period, whichever is
22 later.

23 5. DISTRICT shall comply with the above requirements and
24 be aware of the penalties for violations of fraud and
25 for obstruction of investigation as set forth in
Public Contract Code §10115.10, if applicable.

1 6. DISTRICT, may at its discretion, following receipt of
2 final payment under this AGREEMENT, reduce its
3 accounts, books and records related to this AGREEMENT
4 to microfilm, computer disk, CD ROM, DVD, or their
5 data storage medium. Upon request by an authorized
6 representative to inspect, audit or obtain copies of
7 said records, DISTRICT must supply or make available
8 applicable devices, hardware, and/or software
9 necessary to view, copy and/or print said records.
10 Applicable devices may include, but are not limited
11 to microfilm readers and microfilm printers, etc.

12 q. The STATE, through any authorized representatives, has the
13 right at all reasonable times to inspect or otherwise
14 evaluate the work performed or being performed hereunder
15 and the premises in which it is being performed. If any
16 inspection or evaluation is made of the premises of
17 DISTRICT, DISTRICT shall provide all reasonable facilities
18 and assistance for the safety and convenience of the
19 authorized representative in the performance of their
20 duties. All inspections and evaluations shall be performed
21 in such a manner as will not unduly delay the work.

22 r. In the event an invoice is revised or is disallowed by the
23 STATE, agree to reimburse SUPERINTENDENT within thirty (30)
24 days of receipt of an invoice from SUPERINTENDENT
25 evidencing SUPERINTENDENT'S payment to the STATE for
DISTRICT'S revised or disallowed invoice.

- 1 s. Ensure no duplicative billings.
- 2 t. Hold SUPERINTENDENT harmless from any Federal
- 3 disallowance of SMAA claim payments made to DISTRICT by
- 4 the STATE.
- 5 u. Designate an employee to act as a liaison with
- 6 SUPERINTENDENT to provide DISTRICT specific information
- 7 relative to SMAA Program administration and fiscal issues.
- 8 v. If necessary, provide SUPERINTENDET with student data
- 9 files required for the calculation of the LEA Medi-Cal
- 10 Eligibility Rate or "Data Match Percentage".
- 11 w. Complete and return with the fully executed AGREEMENT,
- 12 SUPERINTENDENT'S School-Based Medi-Cal Administrative
- 13 Activities (SMAA) District Information 2019-2020 form,
- 14 Appendix "A", the School-Based Medi-Cal Administrative
- 15 Activities (SMAA) LEC Fee Information 2019-2020 form,
- 16 Appendix "C" and Certification Regarding Lobbying form,
- 17 Appendix "D", attached hereto and incorporated by
- 18 reference herein.

19 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of

20 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT

21 and after SUPERINTENDENT has received reimbursement from the STATE for

22 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to

23 DISTRICT by warrant all funds received on behalf of DISTRICT from the

24 STATE less any amount due the SUPERINTENDENT and STATE as determined

25 in Section 5.0 below. No funds will be conveyed to DISTRICT for

invoices that have been revised or disallowed by the STATE or Federal.

1 Payment to DISTRICT shall be made within forty-five (45) days of
2 receipt and reconciliation of STATE funds by SUPERINTENDENT.

3 5.0 FEE SCHEDULE.

4 a. RMTS Software Platform Fee. DISTRICT will be responsible
5 for DISTRICT'S share of the RMTS Software Platform Fee,
6 which is based on the DISTRICT'S actual cost of utilizing
7 the RMTS Software Platform through a third party
8 administrator selected by the Region 9 LEC for the Random
9 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for
10 DISTRICT'S share of the software platform fees as
11 described in the School-Based Medi-Cal Administrative
12 Activities (SMAA) RMTS Fee Information 2019-2020 form,
13 Appendix "B", attached hereto and incorporated by
14 reference herein.

15 b. SUPERINTENDENT'S LEC Fees.

16 1. After SUPERINTENDENT has received reimbursement from
17 the STATE for DISTRICT'S quarterly SMAA claim(s),
18 SUPERINTENDENT will transfer to DISTRICT an amount
19 equal to the Federal share of cost received as
20 reimbursement for DISTRICT'S SMAA claim submitted by
21 DISTRICT, less four and one-half percent (4.5%) fee
22 per quarterly claim which will be used to support
23 SUPERINTENDENT'S SMAA administration. The four and
24 one-half percent (4.5%) fee may be amended as
25 necessary to support compliance with all Federal,
STATE and SUPERINTENDENT'S program requirements. LEC

1 fee will include DISTRICT'S share of the STATE
2 Participation Fee, which is based on the STATE'S cost
3 for administering the SMAA claiming process.

4 2. Optional Services. If the DISTRICT selects the option
5 of having the LEC prepare the RMTS quarterly invoice,
6 an additional two percent (2.0%) will be added to the
7 LEC Fee percentage mentioned in Section 5.0,b.1 above,
8 but billed separately. SUPERINTENDENT will provide
9 Optional Services upon written request of DISTRICT
10 (See Appendix "C").

11 c. The obligations of SUPERINTENDENT and DISTRICT under this
12 AGREEMENT are contingent upon the availability of funds
13 furnished by the United States Government and the State
14 of California. In the event that such funding is
15 terminated or reduced, this AGREEMENT may be terminated,
16 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations
17 hereunder shall be limited to a pro-rated amount of
18 funding actually received by the SUPERINTENDENT and
19 DISTRICT from the United States Government and the State
20 of California under this AGREEMENT. SUPERINTENDENT shall
21 provide DISTRICT written notification of such
22 termination. Notice shall be deemed given when received
23 by the DISTRICT or no later than three (3) days after the
24 day of mailing, whichever is sooner.
25

1 6.0 FEDERAL CLAIMING.

2 a. TITLE 31 - Money and Finance, Subtitle V - General
3 Assistance Administration, Chapter 75 - Requirements for
4 Single Audits, Section 7502 requires each pass through
5 entity provide the sub-recipient program names and any
6 identifying numbers from which such assistance is derived.
7 The Catalog of Federal Domestic Assistance (CFDA) number
8 for this Federal program is 93.778, Medical Assistance
9 Program (Medi-Cal).

10 b. A "Vendor" means a dealer, distributor, merchant, or other
11 seller providing goods or services that are required for
12 the conduct of a Federal program. These goods or services
13 may be for an organization's own use or for the use of
14 beneficiaries of the Federal program. Additional guidance
15 on distinguishing between a sub-recipient and a vendor is
16 provided in OMB Circular A-133.

17 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
18 this AGREEMENT, shall be and act as an independent contractor.
19 SUPERINTENDENT understands and agrees that he/she and all of his/her
20 employees shall not be considered officers, employees or agents of the
21 DISTRICT, and are not entitled to benefits of any kind or nature
22 normally provided employees of the DISTRICT and/or to which DISTRICT'S
23 employees are normally entitled, including, but not limited to, State
24 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT
25 assumes full responsibility for the acts and/or omissions of his/her
employees or agents as they relate to the services to be provided

1 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility
2 for payment of all Federal, STATE and local taxes or contributions,
3 including unemployment insurance, social security and income taxes
4 with respect to SUPERINTENDENT'S employees.

5 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,
6 and related instructional materials developed by SUPERINTENDENT or
7 DISTRICT under this AGREEMENT shall become the exclusive property of
8 the Department of Health Care Services. The Department of Health Care
9 Services shall have all right, title and interest in said matters,
10 including the right to secure and maintain the copyright, trademark
11 and/or patent all forms and related instructional materials developed
12 under this AGREEMENT.

13 9.0 HOLD HARMLESS.

14 a. SUPERINTENDENT hereby agrees to indemnify, defend, and
15 hold harmless DISTRICT, its Governing Board, and its
16 officers, agents, and employees from liability and claims
17 of liability for bodily injury, personal injury, sickness,
18 disease, or death of any person or persons, or damage to
19 any property, real, personal, tangible or intangible,
20 arising out of the negligent acts or omissions of
21 employees, agents or officers of SUPERINTENDENT or the
22 Orange County Board of Education during the term of this
23 AGREEMENT.

24 b. DISTRICT hereby agrees to indemnify, defend, and hold
25 harmless SUPERINTENDENT, the Orange County Board of
Education, and its officers, agents, and employees from

1 liability and claims of liability for bodily injury,
2 personal injury, sickness, disease, or death of any person
3 or persons, or damage to any property, real, personal,
4 tangible or intangible, arising out of the negligent acts
5 or omissions of employees, agents or officers of DISTRICT
6 during the term of this AGREEMENT.

7 10.0 CONFIDENTIALITY.

8 a. SUPERINTENDENT and DISTRICT shall maintain
9 confidentiality of their respective records and
10 information, governing the confidentiality of client or
11 student information for Medi-Cal clients served under this
12 AGREEMENT. Applicable laws include, but are not limited
13 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,
14 Welfare and Institutions Code, Section 14100.2 and 22
15 California Code of Regulations Section 51009 and all
16 applicable Federal and/or STATE laws or regulations as
17 each may now exist or be hereafter amended. The
18 confidentiality obligations contained in this section
19 shall survive termination of this AGREEMENT.

20 b. DISTRICT understands and agrees to take all reasonable
21 steps to avoid unauthorized disclosure of any of
22 SUPERINTENDENT'S agents' proprietary data provided for
23 purposes of this AGREEMENT hereinafter defined as data
24 file specifications, related instructions, management
25 reports, training materials, plans or other information
relating to the performance of SUPERINTENDENT'S agents

1 services hereunder, disclosed by SUPERINTENDENT to
2 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not
3 during or after the term of this AGREEMENT, permit the
4 copying, duplication, or use of any of SUPERINTENDENT'S
5 agents' proprietary data by or to any person other than
6 authorized employees, agents or representatives of
7 DISTRICT.

8 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
9 to assure that the information supplied to SUPERINTENDENT hereunder
10 shall be true, complete, and accurate in all respects. DISTRICT shall
11 assume sole responsibility for the truth, completeness and accuracy
12 of all information supplied to SUPERINTENDENT and agrees that
13 SUPERINTENDENT shall have no responsibility or liability for the
14 truth, completeness or accuracy of any information submitted by
15 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
16 SMAA invoice(s) that do not comply with STATE and Federal SMAA
17 requirements.

18 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for
19 damages or losses to DISTRICT employees, agents, independent
20 contractors or students relating to lost medical services or lost data
21 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums
22 DISTRICT does not obtain in reimbursement from the STATE, or for any
23 incidental, indirect, special or consequential damages to DISTRICT
24 arising from the denial of any request for reimbursement from the
25 STATE.

1 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
2 AGREEMENT shall not be assigned by the DISTRICT without prior written
3 approval of SUPERINTENDENT.

4 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
5 must meet the approval of the DISTRICT and shall be subject to the
6 DISTRICT'S general right of inspection to secure the satisfactory
7 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with
8 all Federal, STATE and local laws, rules, regulations and ordinances
9 that are now or may in the future become applicable to SUPERINTENDENT
10 or DISTRICT'S, equipment and personnel engaged in operations covered
11 by this AGREEMENT or accruing out of the performance of such
12 operations.

13 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
14 shall complete and return with the fully executed AGREEMENT the
15 Certification Regarding Lobbying form, Appendix "D", attached hereto
16 and incorporated by reference herein, that the DISTRICT has not made,
17 and will not make, any payment prohibited by Item 1 of the
18 Certification Regarding Lobbying form.

19 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
20 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,
21 that it:

- 22 a. Is not presently debarred, suspended, proposed for
23 debarment, declared ineligible, or voluntarily excluded
24 by any federal department or agency;
- 25 b. Has not within a three-year period preceding this
AGREEMENT been convicted of or had a civil judgement

1 rendered against them for commission of fraud or a
2 criminal offense in connection with obtaining, attempting
3 to obtain, or performing a public (Federal, STATE or
4 local) transaction or contract under a public transaction;
5 violation of Federal or STATE antitrust statutes or
6 commission of embezzlement, theft, forgery, bribery,
7 falsification or destruction of records, making false
8 statements, or receiving stolen property.

9 c. Is not presently indicted for or otherwise criminally or
10 civilly charged by a government entity (Federal, STATE or
11 local) with commission of any of the offenses enumerated
12 in Section 16.0(b) herein; and

13 d. Has not within a three (3) year period preceding this
14 AGREEMENT had one or more public transactions (Federal,
15 STATE or local) terminated for cause or default.

16 e. The terms and definitions herein have the meanings set
17 out in the Definitions and Coverage sections of the rules
18 implementing Federal Executive Order 12549.

19 f. If DISTRICT is unable to certify to any of the statements
20 in this certification, DISTRICT shall submit an
21 explanation to SUPERINTENDENT.

22 g. If DISTRICT knowingly violates this certification, in
23 addition to other remedies available to the Federal
24 Government, the Department of Health Care Services (DHCS)
25 may terminate this AGREEMENT for cause or default.

1 17.0 HIPAA. DISTRICT agrees to inform all students and faculty of the
2 importance of complying with all relevant State and Federal
3 confidentiality laws, including the Health Insurance Portability and
4 Accountability Act of 1996 (HIPPA) to the extent applicable. In
5 addition, DISTRICT agrees to provide students and faculty with training
6 in the requirements of the privacy and security provisions of HIPAA
7 and to advise them of the importance of complying with Facility's
8 policies and procedures relative to HIPAA.

9 18.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
10 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ
11 any unlawful discriminatory practices in employment of personnel or in
12 any other respect on the basis of sex, race, color, ethnicity, national
13 origin, ancestry, religion, age, marital status, medical condition,
14 sexual orientation, physical or mental disability or any other
15 protected group in accordance with the requirements of all applicable
16 Federal or STATE law.

17 19.0 TOBACCO USE POLICY. In the interest of public health,
18 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
19 of any tobacco products are prohibited in buildings and vehicles, and
20 on any property owned, leased or contracted for by the SUPERINTENDENT
21 pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with
22 conditions of this policy could result in the termination of this
23 AGREEMENT.

24 20.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
25 or without cause, terminate this AGREEMENT with the giving of thirty
(30) days prior written notice to the other party. However, once

1 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
2 of Health Care Services (DHCS), according to the School-Based Medi-
3 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
4 terminate until the next quarter survey period.

5 21.0 NOTICE. All notices or demands to be given under this AGREEMENT
6 by either party to the other shall be in writing and given either by:
7 (a) personal service or (b) by U.S. Mail, mailed either by registered
8 or certified mail, return receipt requested, with postage prepaid.
9 Service shall be considered given when received if personally served
10 or if mailed on the third day after deposit in any U.S. Post Office.
11 The address to which notices or demands may be given by either party
12 may be changed by written notice given in accordance with the notice
13 provisions of this section. As of the date of this AGREEMENT, the
14 addresses of the parties are as follows:

15 DISTRICT: Fountain Valley School District
16 10055 Slater Avenue
Fountain Valley, California 92708
Attn: _____

17 SUPERINTENDENT: Orange County Superintendent of Schools
18 200 Kalmus Drive
Costa Mesa, California 92626
19 Attn: Patricia McCaughey

20 22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
21 redress for violation of, or to insist upon, the strict performance
22 of any term or condition of this AGREEMENT shall not be deemed a waiver
23 by that party of such term or condition, or prevent a subsequent
24 similar act from again constituting a violation of such term or
25 condition.

23.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

25.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FOUNTAIN VALLEY
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: May 10, 2019

FEDERAL IDENTIFICATION NUMBER

Fountain Valley School District-SMAA (48051)2019-2020
ZIP4



Local Educational Consortium School-Based Medi-Cal Administrative Activities
 Region 9 • Imperial, Orange, and San Diego Counties
 Administered by the Orange County Superintendent of Schools

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
 DISTRICT INFORMATION
 2019-2020**

1 DISTRICT/SCHOOL

District/School Name _____

County _____

Claiming Unit: _____

If different than name above.

2 DISTRICT SMAA COORDINATOR

Name _____

District Job Title _____

Street Address _____

City, State, Zip _____

Mailing Address (if different than street address) _____

City, State, Zip _____

Phone (please include extension) _____

Fax _____

Email _____

Check the box for this person to:

- ☐ have access to the RMTS system
☐ receive RMTS late notifications

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Name _____

District Job Title _____

Phone (please include extension) _____

Fax _____

Email _____

Check the box for this person to:

- ☐ be included in all program communications
☐ have access to the RMTS system
☐ receive RMTS late notifications

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

Name _____

District Job Title _____

Phone (please include extension) _____

Fax _____

Email _____

Check the box for this person to:

- ☐ be included in all program communications
☐ have access to the RMTS system
☐ receive RMTS late notifications

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

Check the box for this person to:

- ☐ be included in all program communications
☐ have access to the RMTS system
☐ receive RMTS late notifications

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

Check the box for this person to:

- ☐ be included in all program communications
☐ have access to the RMTS system

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

Company Name

Contact *Contact Job Title*

Mailing Address *City, State, Zip*

Phone *Fax* *Email*

PRINTED NAME OF PERSON FILLING OUT FORM

JOB CLASSIFICATION TITLE

DATE

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
RMTS FEE INFORMATION
2019-2020**

RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

FY Quarter	Quarterly Participant Rate
FY Q1: July - September	\$0.67/participant/quarter
FY Q2: October – December	\$1.34/ participant/quarter
FY Q3: January – March	\$1.34/ participant/quarter
FY Q4: April – June	\$1.34/ participant/quarter

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2019-2020**

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES Fee

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2019 – June 30, 2020

District Name

Name (Type/Print)

Date

Signature

CERTIFICATION REGARDING LOBBYING

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

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

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____



Fountain Valley School District
Support Services
2018-2019-F

M E M O R A N D U M

TO: Board of Trustees
FROM: Kate Smith, Director, Support Services
SUBJECT: **Board Item – Special Education Settlement Agreement 2019-F**
DATE: June 10, 2019

Background:

According to the Special Education Settlement Agreement signed on May 15, 2019, between Parents and the Fountain Valley School District, Parties agree to enter into a contract with either Kristin Iverson or Scott Larson to conduct an independent psychoeducational evaluation. Parents agree to inform District, in writing, of their chosen IEE Assessor within 21 days following the Parties' full execution of this Agreement. The District also agrees to pay \$3,500.00 as full and final settlement of all outstanding claims for attorney fees relating to Dispute.

Fiscal Impact:

\$3,500.00

Recommendation:

It is recommended that the Board of Trustees approve this settlement agreement 2019-F.



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **CONSOLIDATED APPLICATION - Spring 2019 Data Collection**
DATE: June 6, 2019

Background:

The District is required to apply for categorical aid funds each year prior to the California State Budget's approval by the legislature. Final funding amounts will be received after the State budget is approved this summer, and the winter release of the Application containing entitlements, allocations, and number of participants in specified programs will be submitted in the fall.

The 2019-2020 Application for Funding Consolidated Categorical Programs is included as an attachment and contains a description of the programs, activities, and services, as well as legal assurances of compliance for the following Consolidated Categorical Aid Programs.

Title I, Part A, Basic
Title II, Part A, Educator Quality
Title III, Part A, English Learner Program
Title IV, Part A, Student Support and Academic Enrichment

The completion of the 2019-2020 Consolidated Application ensures that funding for these programs will be appropriated to the District upon approval of the State budget and also ensures legal compliance of all State and Federal statutes required for these categorical programs.

Fiscal Impact:

Federal categorical program funds have been estimated on the 2019-2020 preliminary budget and adjustments will be made once funding entitlements are provided on the Consolidated Application Winter Release.

Recommendation:

It is recommended that the Board of Trustees approve transmittal of the Consolidated Application Spring Data Collection to the California State Department of Education.

2019-20 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/13/2019
---	------------

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Lo-An Garcia
DELAC review date	06/06/2019
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	http://www.fvsd.us
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student Support) ESSA Sec. 1112(b) SACS 4127	Yes
---	-----

*****Warning*****

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2019-20 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Mark Johnson
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2019-20 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

To receive funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the 2017/18–2019/20 LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification the LEA is agreeing to submit the LCAP Federal Addendum that has been approved by the local governing board or governing body of the LEA to the California Department of Education (CDE), and acknowledging that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017/18–2019/20 LCAP	08/15/2017
Note: For districts, the date should be the day your county office of education (COE) approved your 2017/18–2019/20 LCAP. For COEs, it should be the date the CDE approved your 2017/18–2019/20 LCAP.	
Charter Schools Enter the adoption date of the charter school LCAP	
Authorized Representative's Full Name	Mark Johnson
Authorized Representative's Title	Superintendent

*****Warning*****

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2019-20 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2019-20 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831
Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-5838

Estimated Entitlement Calculation

Estimated English learner per student allocation	\$107.75
Estimated English learner student count	881
Estimated English learner entitlement amount	\$94,928

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$10,000
Program and other authorized activities	\$41,515
English Proficiency and Academic Achievement	\$41,515
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,898
Total budget	\$94,928

*****Warning*****

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2019-20 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

John Miles, Financial Accountability and Info Srv Office, jmiles@cde.ca.gov, 916-445-7289

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2019-20 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies at this time.

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDerose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children
- Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
The Pegasus School	7005853	538	N				N

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection is to capture the documentable number of private school English learners who received Title III services during the reported fiscal year.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831
 Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-5838

School Name	School Code	Enrollment	Flagged for English Learner Participation	English Learner Students Served	Participation Explanation (Max 500 char)
Huntington Valley Preschool	6206346	12	N	0	
The Pegasus School	7005853	538	N	0	

Warning

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2018-19 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2019.

CDE Program Contact:

Maxine Wheeler, Standards Implementation Support Office, mwheeler@cde.ca.gov, 916-323-4746

2018-19 Title II, Part A entitlement	\$95,775
Transferred-in amount	\$0
Transferred-out amount	\$0
2018-19 Total allocation	\$95,775

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$0
All other professional development expenditures	\$0

Recruitment, Training, and Retention Expenditures

Recruitment activities	\$0
Training activities	\$0
Retention activities	\$0
All other recruitment, training, and retention expenditures	\$0

Miscellaneous Expenditures

Class size reduction	\$93,013
Administrative and indirect costs	\$2,762
Equitable services for nonprofit private schools	\$0
All other allowable expenditures and encumbrances	\$0
Total expenditures and encumbrances	\$95,775
2018-19 Unspent funds	\$0

*****Warning*****

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2018-19 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through June 30, 2019.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831
Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-5838

Required and Authorized English Learners Sub-grantee Activities**Required**

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.
- (7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

2018-19 Title III English learner entitlement	\$88,020
Transferred-in amount	\$0
2018-19 Total allocation	\$88,020
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$14,522
3000-3999 Employee benefits	\$4,059
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (Amount cannot exceed 2% of the entitlement)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,760
Total year-to-date expenditures	\$20,341

*****Warning*****

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2018-19 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through June 30, 2019.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831
Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-5838

2018-19 Unspent funds	\$67,679
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Warning

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2018-19 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Regional Support and Awards Office, lwheeler@cde.ca.gov, 916-319-0383

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Kathryn
Homeless liaison last name	Smith
Homeless liaison title	Director, Support Services
Homeless liaison email address (Format: abc@xyz.zyx)	smithk@fvds.us
Homeless liaison telephone number (Format: 999-999-9999)	714-843-3281
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.00

Homeless Liaison Training Information

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Regional Support and Awards Office, lwheeler@cde.ca.gov, 916-319-0383

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	01/12/2017
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2018-19 Title I, Part A allocation	\$389,302
2018-19 Title I, Part A direct or indirect services to homeless children reservation	\$3,893
Amount of 2018-19 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
Homeless services provided (Maximum 500 characters)	
No expenditures or encumbrances comment	OCDE supported bus pass needs. 211/County resources utilized.
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

*****Warning*****

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2017-18 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2017 through June 30, 2019.

CDE Program Contact:

Maxine Wheeler, Standards Implementation Support Office, mwheeler@cde.ca.gov, 916-323-4746

2017-18 Title II, Part A entitlement	\$95,110
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Professional Development Expenditures

Professional development for teachers	\$2,420
Professional development for administrators	\$0
All other professional development expenditures	\$0

Recruitment, Training, and Retention Expenditures

Recruitment activities	\$0
Training activities	\$0
Retention activities	\$0
All other recruitment, training, and retention expenditures	\$0

Miscellaneous Expenditures

Class size reduction	\$88,534
Administrative and indirect costs	\$4,156
Total funds transferred out of Title II, Part A	\$0
Equitable services for nonprofit private schools	\$0
All other allowable expenditures and encumbrances	\$0
Total expenditures and encumbrances	\$95,110
2017-18 Unspent funds	\$0

*****Warning*****

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2017-18 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through June 30, 2019.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831
Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-5838

Required and Authorized English Learners Sub-grantee Activities**Required**

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.
- (7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

2017-18 Title III English learner entitlement	\$91,419
Transferred-in amount	\$0
2017-18 Total allocation	\$91,419
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$68,325
3000-3999 Employee benefits	\$19,098
4000-4999 Books and supplies	\$1,343
5000-5999 Services and other operating expenditures	\$825
Direct administrative costs (Amount cannot exceed 2% of the entitlement)	\$0
Indirect costs	\$1,828
Total year-to-date expenditures	\$91,419
2017-18 Unspent funds	\$0

*****Warning*****

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Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **APPROVE THE USE OF HEMET UNIFIED SCHOOL DISTRICT
PIGGYBACK BID #2014/15-22814 FOR THE PURCHASE OF
SCHOOL BUSES**
DATE: June 10, 2019

Background:

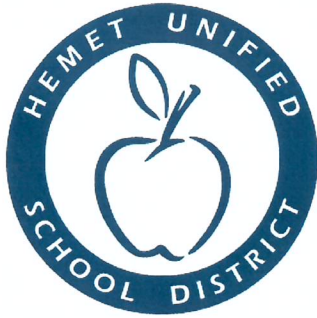
School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Hemet Unified School District went out to bid for buses in 2014, awarded the bid to BusWest and extended the bid in 2018.

Fiscal Impact:

The use of the Hemet Unified School District piggyback allows the District to purchase buses at a much more competitive price than if the District were to go out to bid on its own. The bid pricing, along with grants offered through the SCAQMD, have offered the District the ability to replace buses at significantly lower costs.

Recommendation:

It is recommended that the Board of Trustees approves the use of the Hemet Unified School District’s Piggyback Bus Bid #2014/15-22814 for the purchase of school buses.



Christi Barrett
Superintendent

Vincent J. Christakos
Assistant Superintendent
Tracy Chambers
Assistant Superintendent
Darel Hansen
Assistant Superintendent
Dr. Karen Valdes
Assistant Superintendent

**Professional Development
Service Center**

1791 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115

**Professional Development
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www.hemetusd.org

Governing Board

Stacey Bailey
Rob Davis
Megan Haley
Gene Hikel
Vic Scavarda
Patrick Searl
Ross Valenzuela

May 29, 2018

BUSWEST
21107 S. Chico Street
Carson, CA 90745
Attn: James Bernacchi

Subject: Extension of Bid 2014/15-22814

Mr. Bernacchi:

At the Hemet Unified School District Governing Board meeting of May 15, 2018, the Governing Board approved the recommendation to extend the Hemet Unified School District bid number 2014/15-22814 for school buses to BusWest.

The award was for the 19+1 Type A Bus, 25 passenger bus and 79 passenger bus, to be purchased on an as needed basis, including all options. Additionally the Governing Board approved the cost increases to manufacture the 19, 25, and 79 passenger buses, the price of the buses have increased 1.2%, 0.8% and 0.6% respectively.

All terms and conditions of this bid will remain in force during the period that this bid is active. The current award expires on June 30, 2019.

This bid includes a piggyback clause to be used by other public agencies for the purchase of the above mentioned buses.

If you have any questions, you may contact me via telephone at 951-765-5100 X5600 or via email at amcguire@hemetusd.org.

Sincerely,

Andy McGuire
Director of Purchasing & Contracts

Financial Impact: A 5% retention will be held for 35 days

Funding Source: Encumbered retention funds

Minutes:

Approved as recommended by Master Motion #288-17-18.

Attachments:

Time & Alarm NOC

M.24. Approval of BusWest Piggyback Option for Used Buses

Speaker:

Vincent Christakos, Assistant Superintendent

Rationale:

Business Services requests approval to extend Bid #15/16-4815 with price adjustments awarded to BusWest for the purchase of used buses on an as needed basis through June 30, 2019. This bid contains a piggyback clause which may be used by other public agencies as authorized by Public Contract Code 20118 and 206352.

Quick Summary / Abstract:

BusWest's bid option will allow the purchase used buses on an as-needed basis through June 30, 2019.

Financial Impact: As needed

Funding Source: Transportation Budget

Minutes:

Approved as recommended by Master Motion #288-17-18.

Attachments:

BusWest Used Bus Bid Extension

M.25. Approval of BusWest Piggyback Option for New Buses

Speaker:

Vincent Christakos, Assistant Superintendent

Rationale:

Business Services requests approval to extend Bid #15/16-22814, with price adjustments awarded to BusWest for the purchase of new buses on an as needed basis through June 30, 2019. This renewal includes updated child safety accessory items as required for specific student transportation functions. This bid contains a piggyback clause which may be used by other public agencies as authorized by Public Contract Code 20118 and 206352.

To date, Hemet Unified School District has received a total of \$1,659,289.00 since the original contract award from other public agencies utilizing the piggyback provision of the new and used bids with BusWest.

Quick Summary / Abstract:

BusWest's bid option will allow the purchase new buses on an as-needed

basis through June 30, 2019.

Financial Impact: As needed

Funding Source: Transportation Budget

Minutes:

Approved as recommended by Master Motion #288-17-18.

Attachments:

BusWest New Bus Bid Extension

M.26. Approval of Certificated Personnel Assignment Order No. CE 18-08

Speaker:

Darel Hansen, Assistant Superintendent

Rationale:

The Governing Board will review Certificated Personnel Assignment Order No. 18-08 and any addenda or modifications and take action in Open Session to approve/disapprove any items. The Certificated Personnel Assignment Order will become part of the minutes.

Quick Summary / Abstract:

Approval of Certificated Personnel Assignment Order No. CE 18-08.

Minutes:

Approved as recommended by Master Motion #288-17-18.

Attachments:

05.15.18 Certificated PAO

M.27. Approval of Classified Personnel Assignment Order No. CL 18-08

Speaker:

Darel Hansen, Assistant Superintendent

Rationale:

The Governing Board will review Classified Personnel Assignment Order No. 18-08 and any addenda or modifications and take action in Open Session to approve/disapprove any items. The Classified Personnel Assignment Order will become part of the minutes.

Quick Summary / Abstract:

Approval of Classified Personnel Assignment Order No. CL 18-08.

Minutes:

Approved as recommended by Master Motion #288-17-18.

Attachments:

05.15.18 Classified PAO

M.28. Second and Final Reading and Adoption of Revised Governing Board Policy, per CSBA Recommendation

Speaker:

Darel Hansen, Assistant Superintendent

Rationale:

The following revised Governing Board Policy is being submitted for second



April 26, 2018

Michael Fogerty
Director of Transportation

Hemet Unified School District
1791 West Acacia Ave.
Hemet, CA 92545

Mr. Fogerty:

BusWest is submitting price adjustments and one (1) year extension to the Hemet Unified School District bid number 2014/15-22814 for school buses per item number 35 of the Instructions and Conditions of the bid document. These price adjustments, for each of the base bid prices and for the limited items on the approved optional items for the 79, 25 and 19+1 passenger school buses, are necessary because of the increased costs that have been passed on to us by the manufacturer, Thomas Built Buses.

Thomas Built Buses has had two (2) price increases since the previous extension, total percentages listed below. BusWest will be passing this price increase on to our customers.

19+1 passenger bus, Minotour, increase base bid price by 1.2% (\$846.14) to \$71,357.95
25 passenger bus, C2, increase base bid price by 0.8% (\$1,002.47) to \$126,311.62
79 passenger bus, HDX, increase base bid price by 0.6% (\$1,023.31) to \$171,574.68

There has not been an increase to the Approved Optional Items pricing for each of the three bus types, the 79, 25 and 19+1 passenger buses.

Thank you for considering our requests.

Sincerely,

Jim Bernacchi
President

cc: Todd Franssen, BusWest

Toll Free Sales (800) 458-9199 www.buswest.com

BUSWEST CARSON
21107 South Chico Street, Carson, CA 90745
Main: (310) 984-3900 Fax: (310) 984-3992

BUSWEST SACRAMENTO
210 N. East Street, Woodland, CA 95776
Main: (424) 210-3020 Fax: (530) 406-1249

BUSWEST FONTANA
10150 Cherry Ave, Fontana, CA 92335
Main: (909) 770-5170 Fax: (909) 770-5139

BUSWEST FRESNO
4337 N. Goldenstate Blvd, #101 Fresno, CA 93722
Main: (310) 984-3927 Fax: (559) 277-0126

BUSWEST HAWAII
110 Hanua Street, Suite 100 Kapolei, HI 96707
Main: (808) 555-1212

BUSWEST LAS VEGAS
3701 Freightliner Drive, N. Las Vegas NV 89081
Main: (800) 458-9199



Christi Barrett
Superintendent

Tracy Chambers
Assistant Superintendent

Vince Christakos
Assistant Superintendent

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www.hemetusd.org

Governing Board

Gene Hikel
Megan Haley
Vic Scavarda
Patrick Searl
Stacey Bailey
Ross Valenzuela
Joe Wojcik

May 22, 2017

BUSWEST
21107 S. Chico Street
Carson, CA 90745
Attn: James Bernacchi

Subject: Extension of Bid 2014/15-22814

Mr. Bernacchi:

At the Hemet Unified School District Governing Board meeting of May 16, 2017, the Governing Board approved the recommendation to extend the Hemet Unified School District bid number 2014/15-22814 for school buses to BusWest.

The award was for the 19+1 Type A Bus, 25 passenger bus and 79 passenger bus, to be purchased on an as needed basis, including all options. Additionally the Governing Board approved the cost increases to manufacture the 19, 25, and 79 passenger buses, the price of the buses have increased 1.75%, 1.25% and 0.9% respectively. All terms and conditions of this bid will remain in force during the period that this bid is active. The current award expires on June 30, 2018.

This bid includes a piggyback clause to be used by other public agencies for the purchase of the above mentioned buses.

If you have any questions, you may contact me via telephone at 951-765-5100 X5600 or via email at amcguire@hemetusd.org.

Sincerely,

Andy McGuire
Director of Purchasing & Contracts



Christi Barrett
Superintendent

Vincent J. Christakos
Assistant Superintendent

Tracy Chambers
Assistant Superintendent

Vacant
Assistant Superintendent

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Governing Board

Stacey Bailey
Megan Haley
Gene Hikel
Vic Scavarda
Patrick Searl
Ross Valenzuela
Joe Wojcik

Hemet Unified School District

Certification of Minutes

The Governing Board of the Hemet Unified School District of Riverside County met in Closed and Regular Session on the sixteenth day of May, 2017, at the Professional Development Service Center Board Room.

MEMBERS PRESENT:

Stacey Bailey.
Megan Haley.
Eugene Hikel.
Vic Scavarda.
Patrick Searl.
Ross Valenzuela.
Joe Wojcik.

CONSENT MASTER- MOTION #346-2016-2017

M.20. Approval to Extend Bid Number 2014/15-22814 for Fiscal Year 2017-2018 and Accept Pricing Changes from BusWest

Motion Passed:

Yes Stacey Bailey.
Yes Megan Haley.
Yes Eugene Hikel.
Yes Vic Scavarda.
Yes Patrick Searl.
Yes Ross Valenzuela.
Yes Joe Wojcik.

I hereby certify the foregoing to be a full, true and correct copy of Master Motion #346-2016-2017 by the Governing Board of the Hemet Unified School District at a Regular Meeting of the Board held at the Professional Development Service Center Board Room on May 16, 2017.

Vincent Christakos
Assistant Superintendent, Business Services



April 26, 2017

Michael Fogerty
Director of Transportation

Hemet Unified School District
1791 West Acacia Ave.
Hemet, CA 92545

Mr. Fogerty:

BusWest is submitting price adjustments and one (1) year extension to the Hemet Unified School District bid number 2014/15-22814 for school buses per item number 35 of the Instructions and Conditions of the bid document. These price adjustments, for each of the base bid prices and for the limited items on the approved optional items for the 79, 25 and 19+1 passenger school buses, are necessary because of the increased costs that have been passed on to us by the manufacturer, Thomas Built Buses.

Thomas Built Buses has had three (3) price increases since the previous extension, total percentages listed below. BusWest will be passing this price increase on to our customers.

19+1 passenger bus, Minotour, increase base bid price by 1.75% (\$1,212.73) to \$70,511.81
25 passenger bus, C2, increase base bid price by 1.25% (\$1,547.03) to \$125,309.15
79 passenger bus, HDX, increase base bid price by 0.9% (\$1,521.27) to \$170,551.37

There has not been an increase to the Approved Optional Items pricing for each of the three bus types, the 79, 25 and 19+1 passenger buses.

Thank you for considering our requests.

Sincerely,

Jim Bernacchi
President

cc: Todd Franssen, BusWest

Toll Free Sales (800) 458-9199 www.buswest.com

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110 Hanua Street, Suite 100 Kapolei, HI 96707
Main: (808) 555-1212

BUSWEST LAS VEGAS

3701 Freightliner Drive, N. Las Vegas NV 89081
Main: (800) 458-9199



Dr. Barry L. Kayrell
Superintendent

Dr. LaFaye Platter
Deputy Superintendent

Dr. David Horton
Assistant Superintendent

Vince Christakos
Assistant Superintendent

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www.hemetusd.org

Governing Board

Marilyn Forst
Megan Haley
Vic Scavarda
Patrick Searl
James Smith
Ross Valenzuela
Joe Wojcik

June 9, 2016

BUSWEST
21107 S. Chico Street
Carson, CA 90745
Attn: James Bernacchi

Subject: Extension of Bid 2014/15-22814

Mr. Bernacchi:

At the Hemet Unified School District Governing Board meeting of June 07, 2016, the Governing Board approved the recommendation to extend the Hemet Unified School District bid number 2014/15-22814 for school buses to BusWest.

The award was for the 19+1 Type A Bus, 25 passenger bus and 79 passenger bus, to be purchased on an as needed basis, including all options. Additionally the Governing Board approved the cost increases to manufacture the 19, 25, and 79 passenger buses, the price of the buses have increased 0.2%, 0.2% and 0.3% respectively.

All terms and conditions of this bid will remain in force during the period that this bid is active. The current award expires on June 30, 2017.

If you have any questions, you may contact me via telephone at 951-765-5100 X5600 or via email at amcguire@hemetusd.org.

Sincerely,

Andy McGuire
Director of Purchasing & Contracts



April 26, 2016

Michael Fogerty
Director of Transportation

Hemet Unified School District
1791 West Acacia Ave.
Hemet, CA 92545

Mr. Fogerty:

BusWest is submitting price adjustments and one (1) year extension to the Hemet Unified School District bid number 2014/15-22814 for school buses per item number 35 of the Instructions and Conditions of the bid document. These price adjustments, for each of the base bid prices and for the limited items on the approved optional items for the 79, 25 and 19+1 passenger school buses, are necessary because of the increased costs that have been passed on to us by the manufacturer, Thomas Built Buses.

On November 17, 2015 Thomas Built Buses raised pricing by the percentages I have listed below. BusWest will be passing this price increase on to our customers.

19+1 passenger bus, Minotour, increase base bid price by 0.2% (\$138.32) to \$69,299.08
25 passenger bus, C2, increase base bid price by 0.2% (\$247.03) to \$123,762.12
79 passenger bus, HDX, increase base bid price by 0.3% (\$505.57) to \$169,030.10

There has not been an increase to the Approved Optional Items pricing for each of the three bus types, the 79, 25 and 19+1 passenger buses.

Thank you for considering our requests.

Sincerely,

Jim Bernacchi
President

cc: Todd Franssen, BusWest

Toll Free Sales (800) 458-9199 www.buswest.com

BUSWEST CARSON
21107 South Chico Street, Carson, CA 90745
Main: (310) 984-3900 Fax: (310) 984-3992

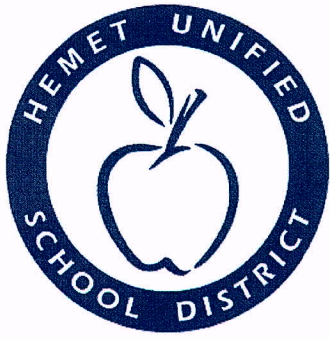
BUSWEST SACRAMENTO
210 N. East Street, Woodland, CA 95776
Main: (424) 210-3020 Fax: (530) 406-1249

BUSWEST FONTANA
10150 Cherry Ave, Fontana, CA 92335
Main: (909) 770-5170 Fax: (909) 770-5139

BUSWEST FRESNO
4337 N. Goldenstate Blvd, #101 Fresno, CA 93722
Main: (310) 984-3927 Fax: (559) 277-0126

BUSWEST HAWAII
110 Hanua Street, Suite 100 Kapolei, HI 96707
Main: (808) 555-1212

BUSWEST LAS VEGAS
3701 Freightliner Drive, N. Las Vegas NV 89081
Main: (800) 458-9199



Dr. Barry L. Kayrell
Superintendent

Dr. LaFaye Platter
Deputy Superintendent

Dr. David Horton
Assistant Superintendent

Vince Christakos
Assistant Superintendent

**Professional Development
Service Center**

1791 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115

**Professional Development
Academy**

2085 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-6421

www.hemetusd.org

Governing Board

Marilyn Forst
Megan Haley
Vic Scavarda
Patrick Searl
James Smith
Ross Valenzuela
Joe Wojcik

May 21, 2015

BusWest
21107 South Chico Street
Carson, CA 90745
Attn: Jim Bernacchi

Subject: Approval of increase in pricing and extension of bid number
2014/15-22814

Mr. Bernacchi

At the Hemet Unified School District Governing Board meeting of May 19, 2015, the Governing Board reviewed the request from BusWest to increase the pricing of the buses bid upon in Hemet Unified School District bid number 2014/15-22814.

The Governing Board approved increasing the prices of the 19+1 passenger bus by 0.7%, 25 passenger bus by 1.3%, and 79 passenger bus by 0.75%. Furthermore, the Governing Board also approved extension of bid number 2014/15-22814 through June 30, 2016.

Attached hereto, is the Certification of Board Minutes showing approval of consent item M15, extension of bid number 2014/15-22814 and pricing changes requested by BusWest. Please incorporate these documents into your bid package.

If you have any questions, please contact me at any time by telephone at 951-765-5100 X5600, or by email at drosales@hemetusd.org.

Sincerely,

Donald Rosales
Director of Purchasing



Dr. Barry L. Kayrell
Superintendent

Dr. LaFaye Platter
Deputy Superintendent

Dr. David Horton
Assistant Superintendent

Vince Christakos
Assistant Superintendent

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Governing Board

Marilyn Forst
Megan Haley
Vic Scavarda
Patrick Searl
James Smith
Ross Valenzuela
Joe Wojcik

Hemet Unified School District

Certification of Minutes

The Governing Board of the Hemet Unified School District of Riverside County met in Closed and Regular Session on the nineteenth day of May, 2015, at the Professional Development Service Center Board Room.

MEMBERS PRESENT:

Marilyn Forst
Megan Haley
Vic Scavarda
Patrick Searl
Jim Smith
Ross Valenzuela
Joe Wojcik

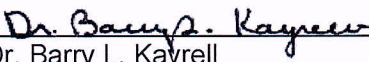
CONSENT MASTER- MOTION #165-14-15

M-15 Authorization to Extend Bid Number 2014-15-22814 for Fiscal Year 2015-2016 and Accept Pricing Changes from BusWest

Motion Passed:

Yes Marilyn Forst
Yes Megan Haley
Yes Vic Scavarda
Yes Patrick Searl
Yes Jim Smith
Yes Ross Valenzuela
Yes Joe Wojcik

I hereby certify the foregoing to be a full, true and correct copy of Master Motion #165-14-15 by the Governing Board of the Hemet Unified School District at a Regular Meeting of the Board held at the Professional Development Service Center Board Room on May 19, 2015.



Dr. Barry L. Kayrell
Superintendent





May 1, 2015

Michael Fogerty
Director of Transportation

Donald Rosales
Director Purchasing, Warehouse & Contracts

Hemet Unified School District
1791 West Acacia Ave.
Hemet, CA 92545

Mr. Fogerty and Mr. Rosales:

BusWest is submitting price adjustments and one (1) year extension to the Hemet Unified School District bid number 2014/15-22814 for school buses per item number 35 of the Instructions and Conditions of the bid document. These price adjustments, for each of the base bid prices and for the limited items on the approved optional items for the 79, 25 and 19+1 passenger school buses, are necessary because of the increased costs that have been passed on to us by the manufacturer, Thomas Built Buses.

On May 1, 2015 Thomas Built Buses raised pricing by the percentages I have listed below. BusWest will be passing this price increase on to our customers.

19+1 passenger bus, Minotour, increase base bid price by 0.7% (\$480.76) to \$69,160.76
25 passenger bus, C2, increase base bid price by 1.3% (\$1,585.09) to \$123,515.09
79 passenger bus, HDX, increase base bid price by 0.75% (\$1,254.53) to \$168,524.53

There has not been an increase to the Approved Optional Items pricing for each of the three bus types, the 79, 25 and 19+1 passenger buses.

Thank you for considering our requests.

Sincerely,

Jim Bernacchi
President

cc: Todd Franssen, BusWest

Toll Free Sales (800) 458-9199 www.buswest.com

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Assistant Superintendent

Vince Christakos
Assistant Superintendent

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www.hemetusd.k12.ca.us

Governing Board

Paul Bakkom
Dr. Lisa DeForest
Marilyn Forst
Vic Scavarda
James Smith
Ross Valenzuela
Joe Wojcik

April 10, 2014

BUSWEST
21107 S. Chico Street
Carson, CA 90745
Attn: James Bernacchi

Subject: Award of Bid 2014/15-22814

Mr. Bernacchi:

At the Hemet Unified School District Governing Board meeting of April 08, 2014, the Governing Board approved the recommendation to award Hemet Unified School District bid number 2014/15-22814 for school buses to BusWest.

The award was for the 19+1 Type A Bus, 25 passenger bus and 79 passenger bus, to be purchased on an as needed basis, including all options. All terms and conditions of this bid will remain in force during the period that this bid is active. The current award expires on June 30, 2015, and re-approval will be at the end of each fiscal year for a term up to five years.

Attached with this letter are all the necessary documents to share with other public agencies that may be interested in piggybacking off this bid for the purchase of the buses and options specified in the bid.

If you have any questions, you may contact me via telephone at 951-765-5100 X5600 or via email at drosales@hemetusd.k12.ca.us.

Sincerely,

Donald Rosales
Director of Purchasing & Contracts



Dr. Barry L. Kayrell
Superintendent

Dr. LaFaye Platter
Deputy Superintendent

Dr. David Horton
Assistant Superintendent

Vince Christakos
Assistant Superintendent

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Governing Board

Paul Bakkom
Dr. Lisa DeForest
Marilyn Forst
Vic Scavarda
James Smith
Ross Valenzuela
Joe Wojcik

Hemet Unified School District

Certification of Minutes

The Governing Board of the Hemet Unified School District of Riverside County met in Regular Session on the eighth day of April, 2014, at the Professional Development Service Center Board Room.

MEMBERS PRESENT:

Paul Bakkom
Marilyn Forst
Jim Smith
Ross Valenzuela
Joe Wojcik

MEMBER ABSENT:

Lisa DeForest
Vic Scavarda

MASTER MOTION #104-13-14 – CONSENT

M-28 Authorization to Accept Formal Bid for the Purchase of School Buses, on an As-Needed Basis, for the Transportation Department.

MEMBERS VOTING AYE:	5
MEMBERS VOTING NO:	0
MEMBERS ABSENT:	2
MEMBERS ABSTAINING:	0

I hereby certify the foregoing to be a full, true and correct copy of Master Motion #104-13-14 by the Governing Board of the Hemet Unified School District at a Regular Meeting of the Board held at the Professional Development Service Center Board Room on April 8, 2014.

Dr. Barry L. Kayrell

Dr. Barry L. Kayrell
Superintendent



THE PRESS-ENTERPRISE

3450 Fourteenth Street
Riverside, CA 92501-3878
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: / NIB 2014/15 - 22814

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, under date of February 4, 2013, Case Number RIC 1215735, under date of July 25, 2013, Case Number RIC 1305730, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

03/04, 03/11/2014

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

Date: March 11, 2014
At: Riverside, California

HEMET USD PURCHASING DEPT.
1791 W ACACIA AVE
HEMET, CA 92545

Ad Number: 0001234472-01

P.O. Number: NIB 2014/15 - 22814

Ad Copy:

HEMET UNIFIED SCHOOL DISTRICT
1791 West Acacia Ave.
Hemet, Ca. 92545-3637

NOTICE TO VENDORS CALLING FOR BIDS
SCHOOL BUSES
BID #: 2014/15-22814

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive up to, but not later than 11:00.00 A.M., on Tuesday, March 25, 2014, sealed bids for the award of school buses on an as needed basis.

Bids shall be received at: Purchasing Department
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92545-3637

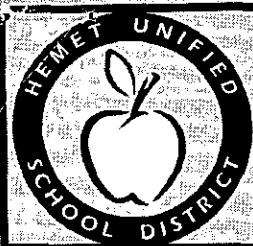
A ten percent (10%) bid bond will be required for this bid.

Each bid must conform and be responsive to the Contract Documents, which are on file for examination at the District Administrative Offices. The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.

No bidders may withdraw their bid for a period of Ninety(90) days after the date set for the opening of bids or after approval by the Hemet Unified School District Governing Board.

BY ORDER OF THE GOVERNING BOARD
Donald Rosales
Director of Purchasing
Hemet Unified School District

Publish: March 04, 2014, and March 11, 2014 3/4, 3/11



GOVERNING BOARD SUMMARY

April 8, 2014



PUBLIC RELATIONS

- ❖ The Pledge of Allegiance was led by **Haley Richardson**, 5th grade student at Bautista Creek Elementary School, and was followed by a moment of silence.
- ❖ Dr. LaFaye Platter presented a Good Apple Award to **Father Francis Nordmann**, volunteer at Acacia Middle School.
- ❖ Dr. Barry Kayrell recognized **Hemet HS and West Valley HS Academic Decathlon Teams**.
- ❖ Student Representative Reports were given by **Elly Paxton** (Hamilton HS) and **Ana Casas** (Tahquitz HS).

Information/ Discussion/ Reports

- ❖ **David Howland**, Director of Assessment/ Accountability, introduced an AVID Presentation.
- ❖ **Greg Hammers** and **Jim Stinson** of PSWC Group Architects gave a presentation for the Hemet Elem. School re-build.
- ❖ **Barbara Hale-Carter** from Special District Financing Administration gave a Fee Justification Report and a School Facilities Needs Analysis Presentation.

BOARD APPROVED ITEMS

- ❖ **Approved** Res. #2257 to remunerate Trustee Lisa DeForest for the March 18, 2014 Regular Governing Board Meeting.
- ❖ **Approved** 2014 Governing Board Scholarships.
- ❖ **Adopted** Res. #2255 recognizing the Day of the Teacher on May 14, 2014.
- ❖ **Adopted** Res. #2256 recognizing Classified School Employee Week May 18-24, 2014.
- ❖ **Approved** the Tentative Agreement between HUSD and CSEA, Chapter 104.
- ❖ **Approved** the Revised 2013-14 Salary Schedules for Classified, Classified Management and Certificated Management.
- ❖ **Approved** the selection of PSWC Group Architects for architectural services for the design and rebuild of Hemet Elem. School.
- ❖ **Approved** the minutes of the March 18, 2014 Regular Meeting of the Governing Board.

BOARD APPROVED ITEMS (continued)

Educational Services

- ❖ **Approved** Hemet HS Key Club members and advisors to attend a Leadership Conference in Sacramento on April 10-13.
- ❖ **Approved** West Valley HS Solar Boat Club (14 students) to participate in the 2014 Solar Cup event at Lake Skinner on May 15-18.
- ❖ **Approved** at first reading the new and revised course outlines, with second and final reading at a future meeting: UC Scout—UC Online HS courses; CTE Law Enforcement; Child Development; Honors Biology.
- ❖ **Approved** AP textbooks, software and supplemental curriculum at first reading with second and final reading and adoption at a future meeting.
- ❖ **Approved** Hamilton HS student group (18 students) to participate in the Every 15 Minutes Program in Temecula on April 10-11.
- ❖ **Approved** the listed members of the Career Technical Education Advisory Committee for 2014-15.
- ❖ **Approved** the agreement with Janet Cariss to assist the choir teacher as a piano accompanist at West Valley HS.
- ❖ **Approved** the agreement with Fishtank, LLC to provide three video productions classes.
- ❖ **Approved** the agreement with Wayne Davis to perform services.
- ❖ **Approved** the agreement with Jeremy Brown, My Brown Music, to perform services.
- ❖ **Approved** the agreement with Applied Scholastics International to provide supplemental educational services.
- ❖ **Approved** the agreement with Way of Adventure for a theatrical production.
- ❖ **Approved** the amended agreement with Bridgepoint Solutions to provide services.
- ❖ **Ratified approval** of the agreement with Fagen Friedman & Fulfroft LLP to provide services.
- ❖ **Ratified approval** of the agreement with Obediah Thomas who provided an anti-bullying program for students.

more —>

BOARD APPROVED ITEMS (continued)

Business Services

- ❖ **Approved** and/or ratified approval of purchase orders, contracts, direct payments and invoices in the amount of \$865,013.
- ❖ **Approved** donations to the District with letters of appreciation to be sent.
- ❖ **Approved** a proposal from Inland Inspections & Consulting for the three classroom relocatable buildings replacement project at Little Lake El.
- ❖ **Approved** a proposal from Silver Creek for the manufacturing and installation of the three classroom relocatable buildings replacement project at Little Lake El.
- ❖ **Approved** to use Biggs USD high performance facilities contract for the purchase of modular buildings on an as-needed basis.
- ❖ **Accepted** bids and awarded contract to CLS Constructors, Inc. for the Little Lake El. three classroom relocatable buildings project.
- ❖ **Accepted** bids and awarded contract to Troxell Communications, Inc. for the Acacia MS 30 LCD projector installation project.
- ❖ **Accepted** bids and awarded contract to Digital Networks Group, Inc. for the Acacia MS 34 security camera installation project.
- ❖ **Approved** to release retention funds to American Integrated, Inc. for the Hemet HS house demo. project, bid package #2.
- ❖ **Approved** to extend the agreement with Jim Burleson for services.
- ❖ **Approved** to accept formal bid for the purchase of buses from BusWest on an as-needed basis.
- ❖ **Approved** the agreement with CDE to provide transportation services for the CSDR.
- ❖ **Approved** the Notices of Completion for Casper Company, bid packages #1 and #3, for the Hemet HS house demo. and grading project.
- ❖ **Approved** the Notice of Completion for American Integrated Resources, Inc., bid package #2, for the Hemet HS house demo. and grading project.

Human Resources

- ❖ **Approved** CE PAO #CE 13-17 as amended.
- ❖ **Approved** CL PAO #CL 13-17 as amended.
- ❖ **Approved** Res. #2258 pertaining to a reduction in hours/layoff of a classified employee affected due to lack of work/lack of funds.
- ❖ **Approved** the Agreement with Keenan & Associates to provide services.
- ❖ **Approved** the contract with Edlio to provide District and School websites.

Policies

- ❖ **Received** the following revised Board Policies and Administrative Regulations, with first reading, and second and final reading and adoption at future meetings:
 BP/AR 3460—Financial Reports and Accountability
 AR 3542—School Bus Drivers
 AR 3543—Transportation Safety and Emergencies
 BP/AR 4112.42/4212.42/4312.42—Drug and Alcohol Testing of Bus Drivers

**Next Regular Meetings
of the Board of Trustees:**

April 22, 2014

at PDSC/ Board Room

1791 W. Acacia Ave., Hemet

4:30 p.m. Closed Session

6:30 p.m. Open Session

May 6, 2014

at PDSC/ Board Room

1791 W. Acacia Ave., Hemet

4:30 p.m. Closed Session

6:30 p.m. Open Session

BOARD OF TRUSTEES:

Paul Bakkom, President

Ross Valenzuela, Vice President

Dr. Lisa DeForest, Trustee

Marilyn Forst, Trustee

Vic Scavarda, Trustee

Jim Smith, Trustee

Joe Wojcik, Trustee

DISTRICT ADMINISTRATION:

Dr. Barry L. Kayrell, Superintendent

Dr. LaFaye Platter, Deputy Supt., HR

Vince Christakos, Asst. Supt., Business Svcs.

Dr. David Horton, Asst. Supt., Educ. Svcs.

BUSWEST

Helping you move people

March 20, 2014

Purchasing Department
Hemet Unified School District
1791 West Acacia Ave
Hemet, CA 92545

Subject: School Bus Bid #2014/15-22814

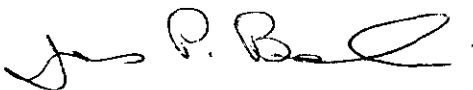
To whom it may concern:

It is with great pleasure that BUSWEST submits this formal bid to Hemet Unified School District.

You will find our Proposal (bid) complete in its entirety, and in compliance with your bid instructions.

We look forward to working with Hemet and appreciate the opportunity to compete for your business.

Sincerely,



James P. Bernacchi
President

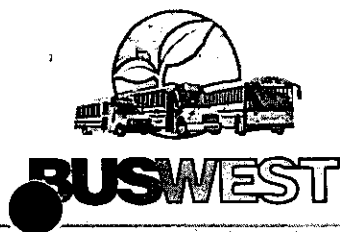
Toll Free Sales (800) 458-9199 www.buswest.com

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210 N. East Street, Woodland, CA 95776
Main: (424) 210-3020 Fax: (530) 406-1249

BUSWEST CARUTHERS
16644 South Elm Avenue, Caruthers, CA 93609
Main: (310) 984-3927 Fax: (559) 644-1096

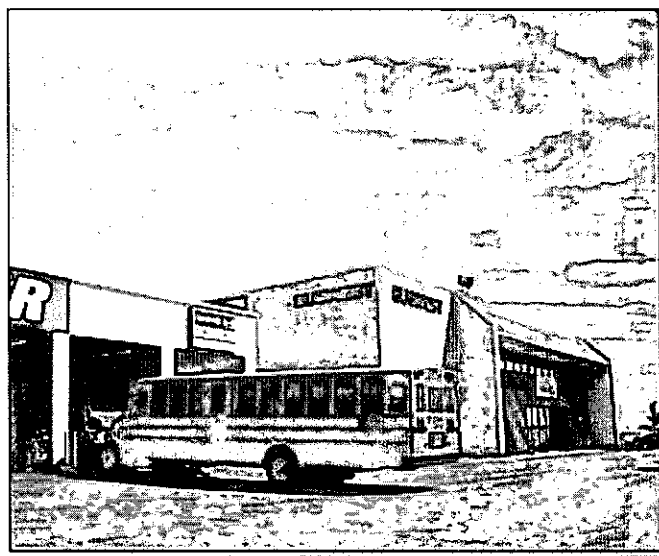
BUSWEST FONTANA
13800 Valley Boulevard, Fontana, CA 92335
Main: (909) 510-4261 Fax: (909) 510-5081



We started off as an offshoot from our parent company Velocity Vehicle Group (previously known as Los Angeles Freightliner), in an attempt to take our heavy duty experience to the Thomas Built school bus market.

BusWest is the exclusive Thomas Built Bus Dealer in California, Nevada and Hawaii. We have 8 Thomas Built Bus service and part facilities throughout California, with two in Nevada and one in Honolulu.

Although we are a school bus dealership, it's our special relationship with our parent company, Velocity Vehicle Group that gives service support resources far above our competitors ability.



We are the ultimate school bus service and parts distributor in all of California, Nevada and Hawaii.



Toll Free Sales (800) 458-9199 www.buswest.com

Submit Bid To:
Donald Rosales
Director of Purchasing and Warehouse
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92543
951-765-5100 X5600

REQUEST FOR BID
(THIS IS NOT AN ORDER)

PROJECT: DISTRICT SCHOOL BUSES

BID: 2014/15-22814

DUE: TUESDAY, MARCH 25, 2014

TIME: 11:00.00 A.M.

Page 1

The Governing Board of the Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545, will receive sealed bids on or before Tuesday, March 25, 2014, at 11:00:00 A.M. per the following specifications. Before submitting a bid, the Bidder should read the Specifications and Form Agreement. Bidder is required to fully acquaint themselves with the conditions under which the work should have to be done.

Bids to be considered must be:

Returned in a sealed envelope, clearly marked with Vendor Name, Address, Date and Time Due, and Bid Number. Addressed to the Director of Purchasing and Warehouse, Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545. Filed in the office of the Purchasing Department **on or before the date and time designated.**

The District reserves the right to reject any and all bids, and to waive any informalities or irregularities in the bid or bid process.

Congestion Mitigation Air Quality (CMAQ)

This bid meets all of the requirements for use of Congestion Mitigation Air Quality (CMAQ) funds. CMAQ requires funding to be used for Alternative Fuel Vehicles such as Compressed Natural Gas (CNG) vehicles. A Compressed Natural Gas vehicle is listed in the specifications section of this bid, and offered as an alternative to non-CNG fueled buses, making this bid acceptable for use with this funding.

HEMET UNIFIED SCHOOL DISTRICT
1791 West Acacia Ave.
Hemet, Ca. 92545-3637

NOTICE TO VENDORS CALLING FOR BIDS
SCHOOL BUSES
BID #: 2014/15-22814

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive up to, but not later than 11:00.00 A.M., on TUESDAY, MARCH 25, 2014, sealed bids for the award of school buses on an as needed basis.

Bids shall be received at: Purchasing Department
Hemet Unified School District
1791 W. Acacia Ave.
Hemet, Ca. 92545-3637

A ten percent (10%) bid bond will be required for this bid.

Each bid must conform and be responsive to the Contract Documents, which are on file for examination at the District Administrative Offices.

The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.

No bidders may withdraw their bid for a period of Ninety(90) days after the date set for the opening of bids or after approval by the Hemet Unified School District Governing Board.

BY ORDER OF THE GOVERNING BOARD
Donald Rosales
Director of Purchasing
Hemet Unified School District

Publish: March 04, 2014, and March 11, 2014

INSTRUCTIONS AND CONDITIONS - BID NUMBER 2014/15-22814

1. PREPARATION OF BIDS

Bids 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. BID PRICES

All prices bid must be brands indicated or approved equal. If bidding alternate brands, manufacturers, equipment, sizes, colors, or other specifications, indicate the alternate on the specification forms. Bid each item separately. Prices must be stated in the unit it is specified. In case of discrepancy between the unit price and the extended price, the unit price will be considered correct.

3. BIDDERS SECURITY

Each bid must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the District, drawn in favor of the District in an amount not less than ten percent (10%) of the total bid. **Bonds must be "A" rated or better, as reflected in "Best's Key Rating Guide." All bond sureties must be admitted sureties licensed to do business in the State of California and must have a federal treasure listing in the Federal Register which equals or exceeds the bonding amount.** This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents. Such bid bond or check shall be held subject to payment to the District of the difference in money between the amount of the bidder's bid and the amount for which the District may legally contract with another party to perform the said work, together with the cost to the District of redrafting, redrawing, and publishing documents and papers necessary to obtain new bids on the said work. **For this bid, bidder's security shall be based on a value of \$100,000.00.**

4. BID FORM

Bids shall be made on the blank forms prepared and provided by the Hemet Unified School District. Bids shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the bid, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the Bid to execute contracts on behalf of the corporation.

5. DEADLINE, BID SUBMITTAL

Bidders shall submit their bids by the "Bid Submittal Deadline". The "Bid Submittal Deadline", is shown on the Notice to Contractors form. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bidders shall submit their bids on or before March 25, 2014, by the "Time Due". The "Time Due" is shown on the Notice to Contractors form. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bids will not be opened or revealed before the time set for receipt.

6. DISQUALIFICATION OF BIDDER

If there is reason to believe that collusion exists among the bidders, the Hemet Unified school District may refuse to consider bids from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-Bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which a bidder is interested.

7. LATE BIDS

Late bids will not be considered and will be returned to bidders unopened. It is the bidders' responsibility to ensure that their bids have sufficient time to be received by the Purchasing Department before bid opening.

8. AWARD OF BID

Bid award will be made to the lowest responsible and responsive bidder. The low bidder will be determined by the lowest responsible bid for the Total Base Bid that complies with all the requirements and specifications prescribed in the bid/contract documents. The District reserves the right to award a contract on an individual site basis or a contract in whole. The District 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.

9. BID ACCEPTANCE PERIOD

Unless otherwise specified herein, prices are firm for a period of ninety- (90) days.

10. BID WITHDRAWAL

A bidder may withdraw any bid he/she has submitted at any time prior to the hour set for the closing of the bids provided the request for withdrawal is signed in a manner identical with the Bid being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing of bids.

11. BID PROTESTS

Bidders may file a bid protest with the Director of Purchasing before award of contract to any vendor. The bidder must include in their protest a detailed explanation of the protest, proof that such protest is valid, supporting documentation as to why the protest should be reviewed, and the action that the vendor feels should be taken. Bid protests must be received no later than five (5) calendar days after the bid opening. The District will review all documentation received from the vendor filing the protest and make a decision on the validity of the protest. The District's decision shall be final.

Any bidder submitting a Bid Proposal may file a protest of the district's intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the district (email is not acceptable) before 4 p.m. of the fifth business day following bid opening.
2. The initial protest document must contain a complete statement of any and all Basis for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any bid protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the district's Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the district's Assistant Superintendent, Business Services or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.
6. The district's Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid award as reflected in the written statement of the Assistant Superintendent, Business Services or his/her designee. Action by the district's Board relative to a bid award shall be final and not subject to appeal or reconsideration by the district, any employee or officer of the district or the district's Board.

7. The rendition of a written statement by the Assistant Superintendent, Business Services (or his/her designee) and action by the district's Board to adopt, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the district's intent to award the Contract, the district's disposition of any bid protest or the district's decision to reject all Bids.
8. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

12. OPTIONS

There are optional items included with this bid. Vendors are required to include a price for the option and a minimum quantity, if necessary. It is mandatory that vendors must bid on the optional items listed. If your company does not provide a specific option, vendors are required to place an N/A in the box next to the item or provide an alternative product that meets or exceeds the specifications requested. It is the responsibility of the vendor to prove equivalency of the product.

13. EQUAL PRODUCTS

The use of a name or part numbers of a manufacturer, or any special brand or make, in describing a product does not restrict bidders to that manufacturer or specific product. An equal of the named product will always be given due consideration. The "or equal" product must be equal or better in quality, utility and all other requirements to the manufacturers or brands the District has specified. Bidders must note the product on their bids and provide sufficient evidence proving equivalency to the District. If a make, brand or manufacturer is not stated, it is understood that the specific product has been bid on. Each bidder must prove equivalency to the District by providing specifications, testing data, strength tests, engine tests etc. of their product. A brochure or letter does not satisfy proof of equivalency.

14. EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder shall submit promptly to the District or its designee, satisfactory evidence showing the bidder's financial resources, the bidder's experience in performing the type of contract required by the District, the bidder's organization available for the performance of the contract, and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of the bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. QUESTIONS

All questions regarding specifications will be addressed to Mr. Michael Fogerty, Director of Transportation at 951-765-5100 X5801. All questions regarding the bid, documents, discrepancies, omissions, or interpretation shall be addressed to Mr. Donald Rosales, Director of Purchasing at 951-765-5100 X5600. No questions will be received after March 20, 2014.

16. 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.

17. SUBSTITUTIONS AND SAMPLES

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Where samples are requested they must be furnished free. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

18. SALES TAX

Do not include California State Sales or Use Taxes in unit prices. Do not include or add Federal Excise Tax as the District is exempt.

19. 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.

20. ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on bid form. 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.

21. PATENTS, ETC.

The vendor shall hold the Hemet Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

22. CONTRACT DOCUMENTS, EXAMINATION OF

It is the responsibility of the Bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all bid forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Bidder shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Bidder to examine the Contract Documents shall in no way relieve him from any obligations with respect to the bid or contract. The submission of a bid shall constitute an acknowledgment upon which the Hemet Unified School District may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve the bidder from any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any bid document.

23. 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 District 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 Governing Board to be to the best advantage of the Hemet Unified School District. 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 Governing Board 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 Governing Board, if requested.

24. 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.

25. REJECTION OF BIDS, WAIVER OF INFORMALITIES

The Hemet Unified School District reserves the right to reject any or all bids or any part of a bid and to waive any irregularities or informalities in the bid or bidding process.

26. REGISTRATION OF VEHICLES

All school buses shall be registered California Exempt in the name of the District. The vendor shall register all school buses at no additional charge to the District prior to delivery of the buses. If the buses are delivered to the District unregistered, the District reserves the right to not accept the school buses when delivered.

27. NON-COLLUSION AFFIDAVIT

Bidders are required to submit a Non-Collusion Affidavit with their bids. Failure to submit a Non-Collusion Affidavit with your bid may result in disqualification of the bid.

28. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District 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.

29. SELL OR ASSIGN

The successful bidder shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Hemet Unified School District.

30. DELIVERY

Actual delivery of the school buses shall be coordinated with the District or contractor designated by the District but shall not exceed six (6) months unless negotiated with the bus vendor. The District, 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. Give careful attention to Delivery Dates included in the Specifications or Bid Sheets. Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There will be no additional charge for delivery of the school bus or buses to the District.

31. PAYMENT

Prompt payment for equipment may be requested after actual delivery of goods to the required destination. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

32. STANDARD COMMERCIAL USE (Products Only)

The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.

33. HOLD HARMLESS

The vendor shall save, defend, hold harmless and indemnify the District 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.

34. CASH DISCOUNTS

If a bidder offers a cash discount (term of payment) of thirty (30) days or more, it may be considered in determining the low net bid for the purpose of making award, but not guaranteed as a basis for award, and such discount will be deducted from the final payment if the term of payment is met. Cash discounts of less than thirty (30) days will not be used in determining low net bid in making award. A discount of 10th Prox, is not considered equal to thirty (30) days.

35. PRICING - TERM OF CONTRACT

Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and vendor during that year per Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District. In the event of a general price increase or change to options offered, the bus vendor must notify the District in writing of the increases and changes. For price increases, the bus vendor must provide manufacturer documentation of such increases. The District will only approve the price increases and option changes upon award of such changes by the District's Governing Board. The initial term of this agreement will be for one (1) year, but may be extended an additional four (4) providing approval of such extension by the District's Governing Board. All terms of the agreement will remain in force for the duration of the agreement.

36. TERMINATION

The District may terminate this contract at any time for any reason with 30 days notice to the vendor. Because the Hemet Unified School District terminates the contract, this does not preclude the vendor from meeting obligations to another school district that has entered into a contract with the vendor utilizing the piggyback clause.

37. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS

The District anticipates contract term requirements for the school buses 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 specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

38. 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, Nevada, or other Government agency, in the United States of America, may purchase, lease-purchase, or rent 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. It is the responsibility of public agencies from other states to ensure that California Public Contract Code meets their local/state procurement codes.

Acceptance or rejection of this clause **will not** affect the outcome of this bid.

Piggyback option granted X

Piggyback option not granted

39. ADMINISTRATIVE FEE

An Administrative Fee of one percent (1%) of the total contract amount will be paid to Hemet Unified School District by the bus vendor awarded a contract for the purchase of buses. The bus vendor will send monthly statements detailing the contracts received from its customers, the total amount of the contract and the fee owed the District based on the contract amount. The District will be paid upon payment to the bus vendor by their customer.

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Buswest
21107 S. Chico St.
Carson, CA 90745

OWNER:

(Name, legal status and address)

Helmet Unified School District
1791 West Acacia Ave
Helmet, CA 92545

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

BOND AMOUNT: \$13,269.64

PROJECT:

(Name, location or address, and Project number, if any)

24+1/8+5 Variable Special Needs, Propane, Type C-C2

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of March, 2014

Buswest

Jan P. B. C. 3.24.14
(Principal) (Seal)

President

(Title)

Travelers Casualty and Surety Company of America

Matthew Smith
(Surety) Matthew Smith (Seal)

Attorney In Fact

(Title)

[Signature]
(Witness)

[Signature]
(Witness)

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Buswest
21107 S. Chico St.
Carson, CA 90745

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

OWNER:

(Name, legal status and address)

Helmet Unified School District
1791 West Acacia Ave
Helmet, CA 92545

BOND AMOUNT: \$7,478.70

PROJECT:

(Name, location or address, and Project number, if any)

19+1/6 Variable, Special Needs, Gas Type A - Minotour

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of March, 2014.

Buswest

P. B. C. 3-24-14
(Principal) (Seal)
President
(Title)

[Signature]
(Witness)

Travelers Casualty and Surety Company of America

[Signature]
(Surety) Matthew Smith (Seal)

[Signature]
(Witness)

Attorney In Fact
(Title)

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Buswest
21107 S. Chico St.
Carson, CA 90745

OWNER:

(Name, legal status and address)

Helmet Unified School District
1791 West Acacia Ave
Helmet, CA 92545

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

BOND AMOUNT: \$23,138.15

PROJECT:

(Name, location or address, and Project number, if any)

79 Passengers CNG Type D - HDX

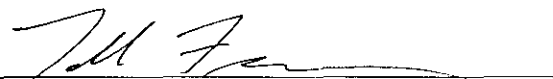
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

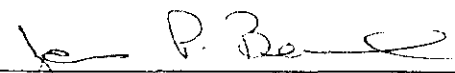
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

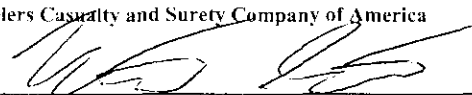
Signed and sealed this 21st day of March, 2014.

Buswest


(Witness)

 3-24-14
(Principal) (Seal)
President
(Title)


(Witness)

Travelers Casualty and Surety Company of America

(Surety) Matthew Smith (Seal)
Attorney In Fact
(Title)

EQUIPMENT SPECIFICATIONS

19 +1 TYPE A BUS

SPECIFICATIONS

19+1 passenger type A School Bus with various capacities and options

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, the Hemet Unified School District is requiring the following supplementary specifications. **Under specifications furnished, fill in all spaces.**

Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
<p>New school bus capable of transporting up to 19 +1 passengers various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: NEW</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Minotour 051 MS</p> <p>Capacity: 19+1</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 13,200 lbs.</p> <p>Wheelbase: Up to 158"</p> <p>Maximum overall length: Up to 271"</p> <p>Maximum overall width: 96"</p> <p>Maximum overall height: 115"</p> <p>Minimum headroom: 73"</p>	<p>G.V.W.R.: 14,200</p> <p>Wheelbase: 159"</p> <p>Overall length: 18' 7"</p> <p>Overall width: 96"</p> <p>Overall height: 115"</p> <p>Headroom: 73"</p>

Specifications

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
Assist Rail	There shall be two stainless steel assist rails at the entrance door, one mounted forward and one mounted aft. Assist rails shall be securely attached.	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
Bumper-Rear	Shall be formed from 12 gauge 3/16" plate steel. The bumper shall be a minimum of 9 3/4" high.	Comply
Chassis	<p>General Motors or Ford cutaway chassis with the following specifications:</p> <ul style="list-style-type: none"> • Minimum 13,500 lb. GVWR chassis • Minimum 158" wheelbase • Four-wheel disc brakes • Spring suspension • Minimum 6.0 L V8 gas engine • Six LT225/75R16D tires • Automatic transmission • Six 16"X6" disc wheels • Exhaust exits below the rear bumper 	Comply
Color	<p>Exterior: Shall be National School Bus Yellow.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white with rounded corners.</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	All metal panels on the bus to be painted shall be primed on both sides prior to assembly.	
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable.</p> <p>Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.</p> <p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam cross member every 9". There shall be a plywood sub-floor of a nominal 5/8" thickness. Raised floor design. (flat floor)</p> <p>All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada.</p>	Comply
Defrosters	Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.	Comply
Doors	<p>The service door shall be an manually operated, outward opening two-panel door. Entrance door shall be equipped with a door handle and a key-operated lock.</p> <p>The driver's door shall be supplied by the chassis manufacturer and located to the left of the driver's seat.</p> <p>Lift Door: Single lift door with opening measurements of 42"x60" mounted in side rear of the bus. The lift door shall be fitted with guardrails for strength and protection.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Emergency Exits	<p>All emergency exits shall conform to FMVSS 217.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located in the center rear of the bus. Door to be equipped with vandal lock with starter interlock and an audible buzzer, which will sound when latch is moved toward open position.</p> <p>Roof Hatch: A combination ventilation and emergency exit shall be provided.</p>	Comply
Exterior Paneling	<p>Roof: The roof panel shall be one-piece aluminum (side to side) that is riveted to each flange of the body bow frame.</p> <p>The exterior side panels shall be at least 16-gauge flat aluminum double riveted to body bow frames. The side panels shall be primed on both sides before assembly.</p>	Comply
Fenderettes and Mud Flaps	<p>The rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection.</p> <p>Mud flaps shall be installed behind the rear wheels.</p>	Comply
Fire Extinguisher	<p>Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher and a 2.5 lb fire extinguisher to meet California Title 13.</p>	Comply
Body Fluid Kit, Triangle Flares & Other Safety Equipment	<p>Each bus shall be equipped with a metal type 24-unit first aid kit.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS.</p> <p>Each bus shall be equipped with a body fluid clean -up kit meeting National standards.</p>	Comply
Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	<p>sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
Guard Rails	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply
Heater & Defrosters	<p>Front heater shall be supplied by chassis manufacturer.</p> <p>Passenger compartment shall be a minimum of 32,000 BTU's.</p> <p>Shut-off valves shall be located in engine compartment. All heater hose connections shall be maintained with constant-torque clamps.</p> <p>One adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply
Horns	Dual electric.	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name:</p> <p>Bus number:</p> <p>CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply

Item	Minimum Specifications Required	Specifications furnished
Insulation	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply
Interior	All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints. Interior headroom shall be a minimum 73".	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply
Lamps & Signals	<p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> • Cluster: Three amber LED front, three red LED rear. Marker: Two amber LED front corners, two amber LED rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights. • Stop: One red LED right rear, one red LED left rear, 7" minimum • Tail: One red LED right rear, one red LED left rear, 4" minimum • Back up Lamps: Two 4" clear lenses • Stepwell: One minimum operating with entrance door open. • Dome: Five mounted over seats for optimum. Switch to be wired to battery. • Directional Front: Two round amber LED, 7" minimum • Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells. • Directional Rear: One amber LED right and one amber LED left, 7" minimum. • Reflectors: Three on each side of bus, two on rear school bus. 	Comply

Item	Minimum Specifications Required	Specifications furnished
	<ul style="list-style-type: none"> • Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications. • Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning lights shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods. 	Comply
Mirrors	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior: Rearview mirrors shall be remotely operated from the driver's compartment. Cross view mirrors shall be two quadric-spherical mirrors, one left and one right fender mounted. Mirrors shall comply with FMVSS 111.</p>	Comply
Mounting	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. 8 ply rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.	Comply
Seats and Barriers	<p>Passenger Seats: Bus shall accommodate up to 19 passengers in seats with three-point passenger restraints. All seats shall be track mounted Syntec Seating seats complying with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	<p>and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back, adjustable supplied by chassis manufacturer.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt as supplied by the chassis manufacturer.</p> <p>Seatbelt cutter shall be mounted in driver area.</p>	Comply
Special needs equipment	<p>Braun lift with cover. (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door.</p> <p>Flanged "L" track recessed to accommodate one wheelchair positions in front of lift.</p> <p>Include one Sure-Lok restraint systems FF612S-4C.</p> <p>Include one mesh tie down pouch.</p>	Comply
Storage Compartment	An overhead storage compartment shall be located above the windshield. Compartment door shall be hinged at the top and supported by a prop rod when open.	Comply
Stepwell	The stepwell shall include two full-depth steps.	Comply
Sun Visor	Visor to be supplied by the chassis manufacturer.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
Windshield	As supplied by the chassis manufacturer.	Comply

Item	Minimum Specifications Required	Specifications furnished
Windshield Wipers	As supplied by the chassis manufacturer.	Comply

Approved Optional Items

Item#	Description	Price
1.	Wheelbase decrease to 138" through 139"	(2,023)
2.	Change to chassis manufacture – Ford	10,169
3.	Change to diesel powered drive train	12,776
4.	delete raised floor(flat floor)	(1,500)
5.	Change to activity bus	416
6.	Change to CNG powered drive train	45,000
7.	Change to propane powered drive train	15,030
8.	Add strobe light	465
9.	Add fog lights	620
10.	Change to 14,000# chassis	(1,500)
11.	Add interlock system	1,600
12.	Add or remove 30" 3-point restraint seats	1,085
13.	Add or remove 39" 3-point restraint seats	1,085
14.	Add or remove 45" 3-point restraint seats	1,085
15.	Add or remove barrier	284
16.	Add track and track mountings for passenger seats (per seat)	258
17.	Add ISO latch to passenger seat	52
18.	Automatic tire chains	3,879
19.	Remove remote operated mirrors	(247)
20.	Add heated mirrors	201
21.	LED eight light warning system	1,550
22.	LED stop arm	925
23.	LED strobe stop arm	976
24.	Remove LED lights	(858)
25.	Remove wheelchair lift, lift door and lift accessories	(4,191)
26.	Add or remove wheelchair stations	827
27.	112 db back up alarm	58
28.	Digital color camera system	4,128
29.	Checkmate child safety system	249
30.	DVD player with flip down monitors	4,598
31.	Back up camera in rearview mirror	1,100
32.	40,000 BTU free blow air conditioning system with single compressor	3,300

Item#	Description	Price
33.	52,000 BTU free blow air conditioning system with single compressor	4,200
34.	Add 39" flex 3 point restraint seat each	1,085
35.	GPS/fleet management tracking system	1,958
36.	Additional passenger heater	413
37.	Spare Tire/Wheel	400
38.	Additional helper spring	677
39.	Deduct for Nevada seats	(200) per seat
40.	Cost plus 20% on any additional options	2,090
41.	Dash air conditioning	Included

25 PASSENGER TYPE C SPECIAL-NEEDS BUS

SPECIFICATIONS

25 Passenger Type C Special-Needs School Bus

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, Hemet Unified School District is requiring the following supplementary specifications. **Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.**

Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
<p>New Type C school bus capable of transporting up to 25 passengers, various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: NEW</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf-T-Liner C2</p> <p>Capacity: 25</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 25,500 lbs.</p> <p>Wheelbase: Up to 219"</p> <p>Maximum overall length: Up to 26'</p> <p>Maximum overall width: 8'</p> <p>Curb to curb turning radius, Maximum: 22'</p> <p>Minimum headroom: 77"</p>	<p>G.V.W.R.: 31,000</p> <p>Wheelbase: 219"</p> <p>Overall length: 17' 8"</p> <p>Overall width: 96"</p> <p>Turning radius: 20' 8"</p> <p>Headroom: 78"</p>

Chassis Specifications

Item	Minimum Specifications Required	Specifications furnished
Accelerator Controls	Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral. Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.	Comply
Air Cleaner	Shall be a two-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.	Comply
Axle, Front	Minimum 8,000 lb. axle capacity with maintenance-free spring pins and oil seals.	Comply
Axle, Rear	Minimum 17,500 lb. axle capacity with magnetic drain plug.	Comply
Batteries	Shall be a minimum three 12-volt type group 31 maintenance-free batteries. Combined batteries shall have a minimum 2100 (CCA) Battery box to be frame mounted with heavy duty steel ball bearing slide out tray.	Comply
Brakes	Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture. Type: Drum Front: 15" x 5" Rear: 16.5" x 7" Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 4,000 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering. System shall be S-cam design with automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve. Brake pedal to be electronically operated variable-type, allowing for	Comply

Item	Minimum Specifications Required	Specifications furnished
	adjustments by driver. Air dryer shall be a Bendix AD-9.	Comply
Cooling System	Radiator to be heavy-duty construction with serpentine fins. Radiator shall include transmission oil cooler located in bottom tank.	Comply
Design	Type C bus	Comply
Drive Line	Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps.	Comply
Electrical	System shall be 12-volt with negative ground. All chassis electrical shall be a full multiplex system.	Comply
Engine	Powertrain 8.0L LPG Propane engine rated at 339 horsepower minimum @ 3100 rpm, 495 ft lb of torque @4100rpm, electronically controlled V8 powered Propane engine. Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2014 emissions.	Comply
Exhaust System	Single muffler with 4" tailpipe.	Comply
Fan Drive	Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan.	Comply
Frame	All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10-1/8" x 3" x 5/16" with a minimum 50,000 PSI yield strength.	Comply
Fuel System	Fuel tank shall have a minimum capacity of 60 equivalent gallons and shall be mounted between the frame rails. An outside fuel filler door shall be provided.	Comply

Item	Minimum Specifications Required	Specifications furnished
Instrument Panel	Instrument panel shall include: <ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hourmeter • Oil pressure gauge • Water temperature gauge • Fuel gauge • Voltmeter • Dual air pressure gauges • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch on the steering column. • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure. 	Comply
Rust proofing	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type – two 2 front and two 2 rear.	Comply
Springs/Suspension	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 8,000 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be air-ride with a capacity of 23,000 lbs.	Comply
Steering	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply
Tires	Single front and dual rear 225/70R22.5 16-ply radial tubeless type tires.	Comply
Transmission	Allison 2350 PTS 5-speed automatic.	Comply
Wheels	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply

Item	Minimum Specifications Required	Specifications furnished
Wheelbase	Shall be a maximum of 160 inches. 50 degree front end wheel cut.	Comply

Body Specifications

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus.	Comply
Assist Rail	There shall be two stainless steel assist rails at the entrance door. (one forward and one aft)	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
Color	<p>Exterior: Shall be National School Bus Yellow. This paint shall be baked-on high solids polyurethane.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Bow frames should be one piece extended from below floor line to below floor line.</p> <p>Floor shall be a flat-floor design.</p>	Comply
Defrosters	Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield	Comply

Item	Minimum Specifications Required	Specifications furnished
	defroster channel for even distribution of heated air to the windshield.	Comply
Doors	<p>The service door shall be an air-operated outward opening, two-panel door with bonded glass for better visibility. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be a self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply
Emergency Exits	<p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located rear center of the bus.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock.</p> <p>Roof Hatch: combination ventilation and emergency exit shall be provided. Hatch shall be equipped with warning buzzer.</p> <p>One inch of reflective material shall extend around the perimeter of the roof hatch.</p>	Comply
Exterior Paneling	<p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame.</p> <p>Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly. Skirts shall extend at least 20" from the bottom of the floor.	Comply
Fire Extinguisher	Each bus shall be equipped with two 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. The second to be mounted in the lift area.	Comply
First Aid Kit, Triangle Flares & Other Safety Equipment	<p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p>	Comply
Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
Guard Rails	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply

Item	Minimum Specifications Required	Specifications furnished
Heater & Defrosters	<p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall wall mounted with a minimum rating of 40,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves shall be located in engine compartment.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply
Horns	Dual electric horn shall be provided.	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name: Bus number: CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
Insulation	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply

Item	Minimum Specifications Required	Specifications furnished
Interior	All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints. Interior headroom shall be a minimum 77".	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply
		Comply
Manuals	An operator's manual shall be furnished.	
Mirrors	Interior mirror shall be 6" x 30" safety glass with protected edges. Rearview mirrors: Minimum 7"x16" with black brackets, heated and motorized. Cross view mirrors shall be Quad II or equivalent, heated. Mirrors shall comply with FMVSS 111.	Comply
Mounting	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.	Comply
Seats and Barriers	<p>Passenger Seats: Syntec seating seats to accommodate up to 25 passengers in seats with three-point passenger restraints and W/C positions. All seats shall comply with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	<p>forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point ELR design with a push button release.</p>	Comply
Special needs equipment	<p>Single lift door with opening measurements of 42"X60" mounted in the right rear of the bus. A secure-hold chain shall maintain the door in the open position. Pilot light and buzzer to indicate that the door is open. Vandal lock to secure the door.</p> <p>Braun lift with cover. (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door.</p> <p>Flanged "L" track recessed to accommodate four wheelchair positions and track mounted seats: two on the left side and two on the right side of bus.</p> <p>Include four Sure-Lok restraint systems FF612S-4C.</p> <p>Include four mesh tiedown pouches.</p>	Comply
Stepwell	3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent). First step shall be 15" deep. Aluminized steel step riser covers shall be provided.	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
Switch Panel	Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light	Comply

Item	Minimum Specifications Required	Specifications furnished
	transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel.	
Windshield	Tinted continuous curved safety plate laminated windshield. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with 5" non glare band. The windshield surface area shall be a minimum 3,000 sq inches of surface area.	Comply
Windshield Washer	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
Windshield Wipers	Bus to be equipped with two electrically operated, wet arm type wipers. Wipers are to be variable speed with intermittent function.	Comply

Approved Optional Items

Item#	Description	Price
1.	Hybrid electric motor/controller drive system	63,999
2.	Compression and exhaust brake	387
3.	Alternator – 270 amp	1,135
4.	Fire suppression system	5,000
5.	Ricon Lift	200
6.	112 db. Back up alarm	77
7.	Allison 2500 PTS	800
8.	Allison 3000PTS	10,214
9.	Change to rear leaf-spring suspension	0
10.	Change to hydraulic brakes	0
11.	Tires – 10R22.5, Load range G, 16 ply	(593)
12.	Tires – 11R22.5, Load range G, 16 ply	(534)
13.	Wheels – Six aluminum	3,716
14.	Automatic tire chains	3,871
15.	Spare tire	929
16.	Spare wheel	465
17.	100 gallon fuel tank	542
18.	CNG engine	29,000
19.	Cruise control	77
20.	Gasoline Engine	(8,000)
21.	Diesel engine horsepower 190-229	9,000
22.	Diesel engine horsepower 230-249	10,219
23.	Diesel engine horsepower 250 or greater	11,773
24.	Increase wheelbase to between 159"-179"	1,104
25.	Increase wheelbase to between 180"-199"	1,832
26.	Increase wheelbase to between 200"-219"	3,086
27.	Increase wheelbase to between 220"-239"	3,876

Item#	Description	Price
28.	Increase wheelbase to between 240"-278"	4,733
29.	Increase wheelbase to between 279" or greater	6,090
30.	Backup camera in rear view mirror	1,100
31.	Remove adjustable steering column	Included
32.	Five year chassis warranty – Increase warranty coverage on chassis related items not including drive train to five years/100,000 miles	3,200
33.	Remove adjustable accelerator and brake pedals	155
34.	Increase front axle to 10,000 lbs	557
35.	Increase front axle to 12,000 lbs	583
36.	LED stop, tail directional, marker and clearance lights	1,726
37.	LED eight-way warning lights	1,621
38.	Stop arm with strobe lights	975
39.	Stop arm with LED lights	924
40.	Remove acoustic ceiling headliner	(99)
41.	Battery cut off switch	234
42.	Remove remote operated rearview mirrors	(474)
43.	Push – button, dash mounted shift control for Allison transmission	667
44.	16 gauge side sheets	354
45.	Mechanically operated driver's seat	(131)
46.	Add Disc Air Brakes	1,200
47.	Add or remove barrier	284
48.	Add or remove 45" passenger seat with three point harness	1,084
49.	Add or remove 39" passenger seat with three point harness	1,084
50.	Add or remove 30" passenger seat with three point harness	1,084
51.	Add or remove track and track mountings for passenger seats(per seat)	258
52.	Add infant child restraint seat to passenger seat (per seat)	361
53.	Add ISO latch to passenger seat (per latch)	52
54.	Add two cup holders	67
55.	Deduct for Nevada passenger seats	(200) per seat
56.	Air Conditioning – Dash mounted system	1,497
57.	Air Conditioning – 40,000 to 55,000 BTU free blow system/ducted	5,845
58.	Air Conditioning – 60,000 to 75,000 BTU free blow system/ducted	7,442
59.	Air Conditioning – 76,000 to 90,000 BTU free blow system/ducted	8,877
60.	Air Conditioning – 96,000 to 130,000 BTU free blow system/ducted	9,700

Item#	Description	Price
61.	Add side emergency door	538
62.	Add roof hatch	853
63.	Remove wheelchair lift door, wheelchair lift, cover and fire extinguisher	(4,187)
64.	Add or remove wheelchair station	826
65.	Interlock system – Install CHP approved and Title 13 exempt interlock system to allow driver to vacate the driver's compartment with the vehicle engine operating.	N/A
66.	Install 30" - 59" storage box (each)	924
67.	Install 60" – 99" storage box (each)	1,394
68.	Install 100" or greater storage box (each)	1,832
69.	Interior luggage racks	1,646
70.	Add transit compressor	9,084
71.	Air conditioning AC 310 Trop system or equivalent	15,353
72.	Child checkmate safety system	300
73.	DVD Player with flip down monitors	4,903
74.	Zonar pre trip inspection system	3,200
75.	Digital surveillance camera system	4,800
76.	Roof mounted strobe light	465
77.	Fog light	619
78.	Five year bumper to bumper warranty	4,500
79.	Cost plus 20% on any additional items not listed	20%
80.	GPS/Fleet management tracking system	1,956
81.	Engine Diagnostic software	2,477
82.	Diagnostic, storage, data retrieval device(lap top)	1,342
83.	Connector cables	1,032
84.	Additional passenger heater	413
85.	4 wheel drive conversion	34,064
86.	Towing extended warranty – one year	258
87.	Low level coolant warning sensor	70

79 PASSENGER BUS

SPECIFICATIONS

79-passenger School Bus with various capacities and options

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, Hemet Unified School District is requiring the following supplementary specifications. **Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.**

Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
<p>New school bus capable of transporting up to 79 passengers various capacities and options in a proper and safe manner.</p> <p>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: NEW</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf-T-Liner HDX 141 YS</p> <p>Capacity: 79</p>
<p>Vehicle Dimensions</p> <p>Minimum G.V.W.R.: Up to 37,600 lbs.</p> <p>base: Up to 277"</p> <p>Maximum overall length: Up to 40'</p> <p>Maximum overall width: 8'</p> <p>Maximum overall height: 11'</p> <p>Minimum headroom: 78"</p>	<p>G.V.W.R.: 37,600</p> <p>Wheelbase: 277"</p> <p>Overall length: 39' 11"</p> <p>Overall width: 8'</p> <p>Overall height: 11'</p> <p>Headroom: 78"</p>

Chassis Specifications

Item	Minimum Specifications Required	Specifications furnished
Accelerator Controls	<p>Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral.</p> <p>Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.</p>	Comply
Air Cleaner	Shall be a two-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.	Comply
Axle, Front	<p>Shall be heavy-duty "I" beam design. Minimum 14,600 lb. axle capacity.</p> <p>Hubs shall be equipped with oil lubrication seals and have a sight glass to view oil level.</p>	Comply
Axle, Rear	Shall be a full-floating type and have a minimum gross weight capacity of 23,000 lbs. Axle shall be equipped with oil lubricated wheel bearings, replaceable oil lubrication seals, and include a magnetic drain plug.	Comply
Batteries	<p>Shall be a minimum three 12-volt type group 31 maintenance-free batteries.</p> <p>A lock shall be provided for the battery box door.</p>	Comply
Brakes	<p>Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture. Brake lining to be no less than 900 square inches in area.</p> <p>Type: Drum Front: 16.5" x 6" Rear: 16.5" x 8 5/8"</p> <p>Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 6,470 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering.</p> <p>System shall be S-cam design with automatic slack adjusters.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	<p>Parking brake shall be spring type with dash-mounted control valve.</p> <p>Brake pedal to be electronically operated variable-type, allowing for adjustments by driver.</p> <p>Air dryer shall be a Bendix AD-9.</p>	Comply
Cooling System	<p>Radiator to be heavy-duty construction with serpentine fins..</p> <p>Radiator shall include transmission oil cooler located in bottom tank. Radiator to be accessible through hinged service door.</p>	Comply
Design	Type D bus with rear mounted engine.	Comply
Drive Line	Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps.	Comply
Electrical	System shall be 12-volt with negative ground. Protected by a 150-amp circuit breaker mounted in rear electrical junction box. All chassis circuits shall be protected by manual-reset circuit breakers or multiplex system.	Comply
Engine	<p>280 horsepower minimum; 900 ft. lbs. torque minimum, electronically controlled in-line 6-cylinder compressed natural gas powered engine. Cummins ISLG Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2014 emissions.</p> <p>Please provide prices for Diesel engine</p>	Comply
Exhaust System	Single muffler with 4" tailpipe.	Comply
Fan Drive	Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan.	Comply
Frame	<p>All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10" x 3 1/2" x 1/4" with a minimum 50,000 PSI yield strength.</p> <p>Frame rails shall not be notched, tapered, or cutout to provide clearance for engine or stepwell installation. Engine shall be installed on bolted modular rails to provide a 10" drop section and a full – width clearance of not less than 34 inches between the rails.</p> <p>This allows for easy engine component accessibility and routine maintenance.</p>	Comply
Fuel System	Fuel system includes five Type-3 CNG fuel cylinders measuring 15.3" diameter x 77.6" long with seamless aluminum liners and carbon fiber and epoxy composite over-wrap. All tanks shall be mounted transverse of the chassis frame rails and surrounded by a	Comply

Item	Minimum Specifications Required	Specifications furnished
	<p>protective tubular cage assembly.</p> <p>Fuel system shall operate at 3600 PSI. Relief valves from each tank to be plumbed to a single large diameter vent pipe routed to the top right side of the bus body outside the passenger compartment.</p> <p>The fuel door shall be equipped with a starter interlock to prevent the engine from starting during fueling.</p>	Comply
Instrument Panel	<p>Instrument panel shall include:</p> <ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hourmeter • Oil pressure gauge • Water temperature gauge • Fuel gauge • Voltmeter • Dual air pressure gauges • Transmission temperature gauge • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch on the steering column. • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure. <p>Engine compartment instrument panel to include:</p> <ul style="list-style-type: none"> • On/off toggle ignition switch • Starter button with starter interlock switch • Switch for two compartment lights • Oil pressure gauge • Voltmeter 	Comply
Rust proofing	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type – four 4 front and two 2 rear.	Comply

Item	Minimum Specifications Required	Specifications furnished
Springs/Suspension	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 14,600 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be vari-rate(radius leaf) with a capacity of 23,000 lbs.	Comply
Steering	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply
Tires	Single front and dual rear 12R22.5 16-ply radial tubeless type tires.	Comply
Transmission	Allison PTS3000 5-speed automatic. The transmission shall have a capacity rating compatible with the power output of the engine furnished.	Comply
Wheels	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply
Wiring	<p>There shall be a minimum of three separate modular chassis wiring harnesses and two electrical junction boxes. The harnesses shall utilize sealed style connectors to provide optimal electrical connections. There shall be a harness for various other systems inside the front electrical compartment which is located on the interior of the body. There shall be a main chassis harness connecting the front and rear of the bus. A junction box located in the engine compartment will utilize a sealed connector and a vehicle electrical center for rear circuit breakers, gauges and switches to control ignition, compartment lights and rear starting. Multiple wiring harnesses aid in troubleshooting and provide access to the electrical system.</p> <p>All chassis wiring is to be color coded and numbered according to a logical and intuitive wire numbering system.</p>	Comply

Body Specifications

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
Assist Rail	<p>Back side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to near the top of the seat barrier.</p> <p>Front side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to heater/dash area.</p>	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
Color	<p>Exterior: Shall be National School Bus Yellow.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white with rounded corners.</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable.</p> <p>Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.</p> <p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam crossmember every 9".</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada.	
Defrosters	Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.	Comply
Doors	<p>The service door shall be an air- or electric-operated outward opening, two-panel door. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply
Emergency Exits	<p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located on the left side of the bus. The door shall have a minimum of 31" x 58" clear opening.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and the rear pushout emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock. Rear pushout emergency window shall provide a clear opening of 55.25" x 21.75".</p> <p>Roof Hatch: Two roof hatches; combination ventilation and emergency exit shall be provided. Hatch shall not be equipped with</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	<p>warning buzzer.</p> <p>One inch of yellow reflective material shall extend around the perimeter of the roof hatch.</p>	
Engine Compartment	<p>The rear engine compartment shall be fully insulated with thermal and sound barrier insulation sandwiched between the interior davenport seat panels and aluminized steel engine compartment panels. This insulation shall provide protection from heat, fumes and excessive noise from entering the passenger compartment. The engine compartment shall be capable of withstanding detergents and high-pressure wash.</p> <p>The engine door shall provide access to the engine compartment and related components. The door shall incorporate an interlock in the starting circuit to prevent starting the engine from the driver's area when the door is open. The opening shall be a minimum of 84" x 31". A cylinder-type lock shall secure the engine compartment door.</p> <p>The engine compartment shall be equipped with side engine doors, one each side. The doors shall be:</p> <ul style="list-style-type: none"> • Secured by a lockable flush-mounted adjustable lever latch. • Hinged vertically for a swing-out design. Designed with hinges that have removable pins for greater access for service. 	Comply
Exterior Paneling	<p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame.</p> <p>Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p> <p>The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly.</p>	Comply
Fenderettes	The front and rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection.	Comply
Fire Extinguisher	Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that the	Comply

Item	Minimum Specifications Required	Specifications furnished
	equipment may be seen.	
Body Fluid Kit, Triangle Flares & Other Safety Equipment	<p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p>	Comply
Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
Guard Rails	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> • One 4 1/4" located below windows • One 4 1/4" located at seat cushion level • One 4 1/4" located at floor level • One 4 1/4" located at bottom of skirt 	Comply
Heater & Defrosters	<p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall have a minimum rating of 50,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves - two shall be located behind an access door located forward of radiator and</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	<p>behind left side rear service access door.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	
Horns	Dual electric plus one air horn shall be provided. The air horn shall be mounted beneath the floor of the driver's area with the activation switch mounted on the switch panel in the driver's area.	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name:</p> <p>Bus number:</p> <p>CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
Insulation	<p>Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.</p> <p>A heavy-duty aluminized steel barrier shall enclose 2" blanket insulation in the engine compartment. The area under the davenport seat and the top of the shelf under the rear pushout window shall be covered with 1/2" rubberized insulation material.</p>	Comply
Interior	<p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 78".</p>	Comply
Locks	All similar-type external locks shall be keyed alike.	Comply
Lamps & Signals	<p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> • Headlights: Single sealed beam halogen (42 watt low beam/65 watt high beam) lights with daytime running lights • Cluster: Three amber LED front, three red LED rear Marker: Two amber LED front corners, two amber LED 	Comply

Item	Minimum Specifications Required	Specifications furnished
	<p>rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights.</p> <ul style="list-style-type: none"> • Stop: One red LED right rear, one red LED left rear, 7" minimum • Tail: One red LED right rear, one red LED left rear, 4" minimum • Back up Lamps: Two 4" clear lenses • Stepwell: One minimum operating with entrance door open. • Dome: Up to ten mounted over seats for optimum aisle clearance. Switch to be wired to battery. • Driver's Dome: Dome light mounted over driver's seat and operated with separate switch. • Directional Front: Two round amber LED, 7" minimum • Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells. • Directional Rear: One amber LED right and one amber LED left, 7" minimum. • Reflectors: Three on each side of bus, two on rear school bus. • Strobe Light Wiring: Wiring, switch and pilot light to be provide for future fixture. • Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications. • Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning lights shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods. • Engine Compartment: Two lights to illuminate engine compartment. • License plate: Two lights to illuminate the license plate areas 	Comply
Luggage Compartment	Bus shall be equipped with a minimum of 69" pass-through luggage compartment. Include locks, lights, switches and shocks.	Comply

Item	Minimum Specifications Required	Specifications furnished
Manuals	An operator's manual shall be furnished.	
Mirrors	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior mirrors "European Style" overhung mirror assembly single point mount, triple lens head, break away arm, one flat rear view 9.66" x 8.39", one convex rear view 4.88" x 8.75", and one convex cross view 8.17" x 9.35". Mirrors shall be heated and operated remotely from the driver's compartment. Mirrors shall comply with FMVSS 111.</p>	Comply
Mounting	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD/PA with antenna, eight premium interior speakers and microphone.	Comply
Seats and Barriers	<p>Passenger Seats: Bus shall accommodate up to 79 passengers in Syntec seating seats with three-point passenger restraints. All seats shall comply with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt with height-</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	adjustable "D" loop for driver comfort. The belt shall be of ELR design with a push button release.	
Stepwell	<p>3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent). First step shall be 15" deep. Aluminized steel step riser covers shall be provided.</p> <p>A stepwell guard to protect the underside of the steps from road hazards shall be provided.</p>	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
Switch Panel	<p>Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.</p>	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
Windshield	Two piece continuous curved safety plate laminated windshields. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with minimum 3850 sq inches of surface area.	Comply
Windshield Washer	<p>Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.</p>	Comply
Windshield Wipers	Bus to be equipped with two electrically operated, wet arm type, bottom-mounted wipers. Wipers are to be variable speed with intermittent function. Access to wiper motors through exterior panels.	Comply

Approved Optional Items

Item#	Description	Price
1.	Hybrid electric motor/controller drive system	N/A
2.	Outriggers	667
3.	CNG 4-tank system	(3,000)
4.	Deduct for Nevada seats	(200) per seat
5.	Left side fill for CNG	1,491
6.	Diesel engine 200 – 229 HP	(29,597)
7.	Diesel engine 230-249 HP	(29,207)
8.	Diesel engine 250 – 269 HP	(28,743)
9.	Diesel engine 270 - 285 HP	(25,597)
10.	Diesel engine 286 -300 HP	(25,340)
11.	Decrease wheelbase to 181" through 208"	(1,307)
12.	Decrease wheelbase to 209" through 237"	(957)
13.	Decrease wheelbase to 238" through 266"	(429)
14.	Decrease wheelbase to 267" through 276"	(160)
15.	Remove 69"-94" through luggage compartment	(1,245)
16.	95"-124" through luggage compartment	3,127
17.	125" or greater through luggage compartment	4,170
18.	Four-wheel air disc brakes	3,222
19.	10" rear brakes (Air Ride Required)	3,280
20.	Remove 15" first entrance step	(294)
21.	Fire suppression system	5,010
22.	Non-Euro style mirrors	2,601
23.	Solenoid-operated air drains in drivers area	933
24.	Reduce capacity of front axle/suspension to 13,200 lbs.	(199)
25.	Change to two 8-D batteries	860
26.	Change to forward-controlled engine transit model	(2,774)
27.	Change to activity bus	938
28.	Remove Adjustable pedals	536
29.	High strength frame rail	1,053
30.	Remove page system	(55)
31.	Back up camera in rear view mirror	(1,100)

Item#	Description	Price
32.	Compression and exhaust brake	391
33.	Strobe light	469
34.	Fog lights	625
35.	Remove acoustic-type perforated headliner	(488)
36.	16-gauge side sheets	347
37.	Five-year limited body warranty	Included
38.	Five-year / 100,000 mile transmission warranty	Included
39.	Allison 3000 PTS retarder transmission	7,025
40.	Hand-control for transmission retarder	253
41.	270 AMP alternator	1,708
42.	Interlock system	1,600
43.	Add or remove 30" 3-point restraint seat	1,095
44.	Add or remove 39" 3-point restraint seat	1,095
45.	Add or remove 45" 3-point restraint seat	1,095
46.	Remove 39" flex seat 3 point restraint seat	1,095
47.	Add or remove 30"-39" FMVSS restraint seat	250
48.	Add or remove barrier	287
49.	Add track and track mountings for passenger seats (per seat)	261
50.	Add infant child restraint seat each	365
51.	Add ISO Latch to passenger seat (per set)	52
52.	blank	
53.	Interior luggage racks (each side)	1,251
54.	Aluminum wheels (each)	709
55.	60-gallon fuel tank	700
56.	100-gallon fuel tank	1,500
57.	Automatic tire chains	3,956
58.	Mechanically operated drivers seat	(181)
59.	Remove remote operation on mirrors	(490)
60.	Remove heated mirrors	(101)
61.	Back up camera in rearview mirror	1,100
62.	LED eight light warning system	2,055
63.	LED stop arm	933
64.	LED strobe stop arm	985
65.	Remove LED lights	(1,234)

Item#	Description	Price
66.	Wheelchair lift door	3,362
67.	Wheelchair lift	5,108
68.	Wheelchair station	834
69.	Lift cover and 5 lb. fire extinguisher	469
70.	112 DB. back-up alarm	78
71.	Cruise control	313
72.	Severe-duty package	652
73.	Digital color camera system	4,165
74.	Analog color camera system	N/A
75.	Checkmate child safety system	355
76.	DVD Player with monitors	5,369
77.	Spare wheel	469
78.	60,000 to 75,000 BTU free-blow air-conditioning system	5,682
79.	76,000 to 90,000 BTU free-blow air-conditioning system	10,201
80.	91,000 to 110,000 BTU free-blow air-conditioning system	11,975
81.	111,000 to 130,000 BTU free-blow air-conditioning system	16,353
82.	125,000 BTU max roof top ducted air-conditioning system	19,807
83.	180,000 BTU max roof mounted ducted air-conditioning system	21,230
84.	Transit compressor for air-conditioning system	9,174
85.	Side emergency door	625
86.	Front air ride 2-bag suspension	3,232
87.	Rear air ride 2 bag suspension	8,548
88.	Front air ride 4-bag suspension	6,658
89.	Rear air ride 4-bag suspension	14,193
90.	Add or remove roof hatch	417
91.	11R22.5 tires (6)	(529)
92.	10R22.5 tires (6)	(588)
93.	Cost plus 20% on any additional items	20%
94.	Extended engine warranty Cummins – 7/150k	4,600
95.	Extended chassis warranty 5 yr/100k excluding drivetrain	4,200
96.	GPS/fleet management tracking system	1,976
97.	Engine diagnostic software	2,502
98.	Diagnostic, storage, data retrieval device	1,355
99.	Connector cables	1,042

Item#	Description	Price
100.	Additional passenger heater	287
101.	Towing extended warranty- 1 year each year to 2 years	800
102.	Low level coolant warning sensor	68
103.	Extended towing warranty – 3yr	1,113
104.	Extended towing warranty – 4 yr	1,500
105.	Extended towing warranty – 5 yr	1,800
106.	Extra dome lights (set of two)	64
107.	Deduct for Nevada seats	(200) per seat
108.	6 th speed on transmission open	756
109.	Flip signs	625
110.	Flip visors	834
111.	Sanders	3,336
112.	Spare tire	938
113.	Exhaust brake	391
114.	250hp ISLG engine	(1,500)

B I D P A G E

Vendors that submit a bid against the items listed on the equipment page and in the bid pages must be aware that Hemet Unified School District reserves the right to award this bid to one vendor or multiple vendors. Bidding with all or nothing clauses or limitations may preclude the vendor from receiving a contract for any item.

B I D F O R M
Purchase of School Buses

Name of Bidder BUSWEST

BASE BID:

The undersigned, having carefully examined the information for Bidders, Contract Forms, General Conditions and Drawings, if applicable, prepared by the Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545 for purchase of School Buses, hereby submit to listed pricing for the specified equipment. Vendor guarantee's that all equipment bid is of new manufacture and covered under the vendors/manufacturers warranty:

1. 19 +1 Passenger, Type A Bus with listed capacities & options

Base Bid: \$ 68,680.00

CA. Sales Tax, ~~8.75%~~ 8.00% \$ 5,500.80

All other fees, if applicable \$ 90.50

2. 25 Passenger, Type C Special-Needs Bus with listed capacities & options

Base Bid: \$ 121,930.00

CA. Sales Tax, ~~8.75%~~ 8.00% \$ 9,760.80

All other fees, if applicable \$ 90.50

3. 79 Passenger, School Bus with listed capabilities & options

Base Bid: \$ 167,270.00

CA. Sales Tax, ~~8.75%~~ 8.00% \$ 13,388.00

All other fees, if applicable \$ 90.50

BIDDER INFORMATION

VENDOR NAME: BUSWEST

ADDRESS: 21107 S. CHICO STREET

CITY CARSON, STATE CA, ZIP 90745

TELEPHONE (310) 984-3901

FACSIMILE (310) 984-3992

EMAIL ADDRESS jbernacchi@buswest.com

TERMS _____

AUTHORIZED REPRESENTATIVE:

 3-20-14
(Signature)

JAMES P. BERNACCHI
(Printed Name)

PRESIDENT
(Title)

All prices must be computed F.O.B. District Warehouse, Hemet, Ca., 92545. NO EXCEPTIONS.

(As specified in Bid Specifications and Instructions).

Said vendor hereby proposes and agrees to furnish and deliver according to terms, conditions, prices and specifications herein bid.

(Public Contract Code Section 7106)

1

)

Print Name: JAMES P. BERNACCHI

Effective on all units delivered to end-user on or after January 1, 2005



A Subsidiary of ~~THOMAS~~ LLC

Post Office Box 2450
1408 Courtesy Road
High Point, NC 27261
Phone: (336) 889-4871

SAMPLE

THOMAS BODY LIMITED WARRANTY SCHOOL BUS APPLICATION

Thomas Built Buses, Inc.: (the Company) warrants each new school bus body to be free from defects in material and workmanship under normal use and service within the express time limits set forth herein for its various components.

1. Within five (5) years of the vehicle in service date (unlimited mileage), the Company warrants:
 - A. Basic body structural components including roof, sidewall, cowl, rear and floor structures. This includes deterioration due to rust, when in the Company's judgment such deterioration jeopardizes the structural integrity of the bus body or perforates the exterior sheet metal surfaces.
 - B. Seat frames and barrier frames manufactured by the Company.
2. Within two (2) years of the vehicle in service date (unlimited mileage), the Company warrants all other original components manufactured by the Company.
3. Within one (1) year of the vehicle in service date (unlimited mileage), the Company warrants all original components supplied to the Company by outside vendors such as electric motors, switches, heater cores, air or vacuum operated apparatus, lamp or glass, (but not bulbs). The Company shall use its best efforts to cause all such manufacturers to honor their warranties to the original purchaser, but in any case the Company warrants such components (subject to limitations and exceptions specified herein) for twelve (12) months after delivery to the original purchaser.

The time limitations specified herein shall be governed by the beginning date recorded at the time and place of delivery to the original purchaser.

THIS LIMITED WARRANTY SPECIFICALLY DOES NOT EXTEND TO THE FOLLOWING EXCEPTIONS:

1. Components which have been subjected to misuse, negligence, accident, or road hazard damage.
2. Components or systems which have been altered or modified without the express, prior, written authorization of the Company.
3. Damages resulting from the replacement of original components with substitutions not authorized by the Company.
4. Damages resulting from failure to perform regular preventive maintenance customarily accepted within the industry for similar vehicles.
5. Damages to the paint, finish, or accessories of the bus body caused by corrosive atmospheric or road chemicals.

Notwithstanding the time limitations otherwise specified, bus bodies used in "off highway" applications, such as logging, mining, oil field operations, or on unimproved roads shall be warranted for a maximum of six (6) months after delivery to the original purchaser. This applies to all components and systems incorporated in such bus units.

THE LIABILITY OF THE COMPANY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT TO THE PURCHASER WITHOUT CHARGE OF THE COMPONENT OR COMPONENTS ACKNOWLEDGED BY THE COMPANY TO BE DEFECTIVE. REPAIR OR REPLACEMENT SHALL BE AT LOCATIONS APPROVED BY THE COMPANY

THIS IS THE EXCLUSIVE AND COMPLETE WARRANTY MADE BY THE COMPANY. THE COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. THIS WARRANTY IS ALSO IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE COMPANY.

THE LIABILITY OF THE COMPANY UNDER THIS LIMITED WARRANTY DOES NOT EXTEND TO LOSS OF TIME, INCONVENIENCE, LOSS OR USE OF THE VEHICLE (AND LOSS OF PROFITS RESULTING THEREFROM), INJURY TO PERSON, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.

LIMITATION OF CLAIMS: All claims under this Limited Warranty must be made within the warranty period as stated herein and must be submitted in writing to and processed by an authorized distributor of the Company and approved by the Company Service Department.

If any provision of the Limited Warranty is found to be invalid or unenforceable, that provision only will be voided and all other provisions will remain in full force and effect and valid as binding as between the parties. This Limited Warranty is governed and construed by the location point of sale; Thomas Built Buses, Inc. the Uniform Commercial Code and the laws as in force and effect in the State of North Carolina, United States Of America.

This limited warranty is transferable. When the vehicle title is transferred to a new owner, the warranty coverage will continue from the original in-service date until the end of the original warranty period. Warranty claims will be honored from the new owner only after the "Transfer of Warranty" form, part #TBB 41000301 has been completed and sent to the Warranty Department of Thomas Built Bus, Inc.

Part No. TBB 41000297 - Rev. 05/13/2005

Effective on all units delivered to end-user on or after August 9, 2004



A Subsidiary of FRESCHLINER LLC



Post Office Box 2450
1408 Courtesy Road
High Point, NC 27261
Phone: (336) 889-4871

THOMAS BODY LIMITED WARRANTY SAF-T-LINER C2 SCHOOL BUS APPLICATION

Thomas Built Buses, Inc. (the Company) warrants each new school bus body to be free from defects in material and workmanship under normal use and service within the express time limits set forth herein for its various components.

1. Within five (5) years of the vehicle in service date (unlimited mileage), the Company warrants:

- A. Basic body structural components including roof, sidewall, cowl, rear and floor structures. This includes deterioration due to rust, when in the Company's judgment such deterioration jeopardizes the structural integrity of the bus body or perforates the exterior sheet metal surfaces.
- B. Seat frames and barrier frames manufactured by the Company.

2. Within two (2) years of the vehicle in service date (unlimited mileage), the Company warrants all other original components manufactured by the Company.

3. Within one (1) year of the vehicle in service date (unlimited mileage), the Company warrants all original components supplied to the Company by outside vendors such as electric motors, switches, heater cores, air or vacuum operated apparatus, lamp or glass, (but not bulbs). The Company shall use its best efforts to cause all such manufacturers to honor their warranties to the original purchaser, but in any case the Company warrants such components (subject to limitations and exceptions specified herein) for twelve (12) months after delivery to the original purchaser.

The time limitations specified herein shall be governed by the beginning date recorded at the time and place of delivery to the original purchaser.

THIS LIMITED WARRANTY SPECIFICALLY DOES NOT EXTEND TO THE FOLLOWING EXCEPTIONS:

1. Components which have been subjected to misuse, negligence, accident, or road hazard damage.
2. Components or systems which have been altered or modified without the express, prior, written authorization of the Company.
3. Damages resulting from the replacement of original components with substitutions not authorized by the Company.
4. Damages resulting from failure to perform regular preventive maintenance customarily accepted within the industry for similar vehicles.
5. Damages to the paint, finish, or accessories of the bus body caused by corrosive atmospheric or road chemicals.

Notwithstanding the time limitations otherwise specified, bus bodies used in "off highway" applications, such as logging, mining, oil field operations, or on unimproved roads shall be warranted for a maximum of six (6) months after delivery to the original purchaser. This applies to all components and systems incorporated in such bus units.

THE LIABILITY OF THE COMPANY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT TO THE PURCHASER WITHOUT CHARGE OF THE COMPONENT OR COMPONENTS ACKNOWLEDGED BY THE COMPANY TO BE DEFECTIVE. REPAIR OR REPLACEMENT SHALL BE AT LOCATIONS APPROVED BY THE COMPANY

THIS IS THE EXCLUSIVE AND COMPLETE WARRANTY MADE BY THE COMPANY. THE COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. THIS WARRANTY IS ALSO IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE COMPANY.

THE LIABILITY OF THE COMPANY UNDER THIS LIMITED WARRANTY DOES NOT EXTEND TO LOSS OF TIME, INCONVENIENCE, LOSS OR USE OF THE VEHICLE (AND LOSS OF PROFITS RESULTING THEREFROM), INJURY TO PERSON, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.

LIMITATION OF CLAIMS: All claims under this Limited Warranty must be made within the warranty period as stated herein and must be submitted in writing to and processed by an authorized distributor of the Company and approved by the Company Service Department.

If any provision of the Limited Warranty is found to be invalid or unenforceable, that provision only will be voided and all other provisions will remain in full force and effect and valid as binding as between the parties. This Limited Warranty is governed and construed by the location point of sale; Thomas Built Buses, Inc. the Uniform Commercial Code and the laws as in force and effect in the State of North Carolina, United States Of America.

This limited warranty is transferable. When the vehicle title is transferred to a new owner, the warranty coverage will continue from the original in-service date until the end of the original warranty period. Warranty claims will be honored from the new owner only after the "Transfer of Warranty" form, part #TBB 41000301 has been completed and sent to the Warranty Department of Thomas Built Bus, Inc.

Part No. TBB 85410340 - 06/04/2004

Thomas Built Buses Warranty (Body) Quick Reference - School

1-Year, Unlimited Miles

1. Air/Vacuum Operated Components
2. Dash Panels
3. Door Controls - All
4. Door Locks, Latches
5. Electrical Motors - Heater, Fan Flasher, Other
6. Floor Covering
7. Floor, Plywood
8. Glass (Except Damage)
9. Heater Cores
10. Lights (Except Bulbs)
11. Mirrors, Brackets
12. Seals - Windows, Doors
13. Seats - Purchased
14. Seat Belts
15. Stanchions
16. Switches - All
17. Visors
18. Vandalock System
19. Warning Devices
20. Windows, Sliding (Purchased)
21. Wiper Motors
22. Wiring
23. Sashes, Windows
24. A/C System
25. Radio

2-Years, Unlimited Miles

1. Battery Box Assembly
2. Bumper
3. Doors, Door Hinges
4. Insulation - Interior
5. Luggage Compartments
6. Luggage Racks
7. Outriggers - Body
8. Seats (Thomas Manufactured)
9. Trim - Interior
10. Storm Sash
11. Paint Adhesion (Pro-rated: 2 yrs. - 100%, 2-3 yrs. - 50%, 3-5 yrs. - 30%)

5-Years, Unlimited Miles

1. Basic Body Structural Components
2. Roof Inner & Outer Panels
3. Sidewall Inner & Outer Panels
4. Floor, Including Wheelwells
5. Cowl & Rear Section
6. Pilasters
7. Guard Rails
8. Sheet Metal - Protection - Rust Perforation
9. Seat Frames, Barrier Frames

Effective on all units delivered to end-user on or after January 1, 2005



Post Office Box 2450
1408 Courtesy Road
High Point, NC 27261
Phone: (336) 889-4871

A Subsidiary of FLEET CATERPILLAR

SAMPLE

THOMAS TRANSIT BODY AND CHASSIS LIMITED WARRANTY SCHOOL BUS APPLICATION

Thomas Built Buses, Inc.: (the Company) warrants each new school bus unit to be free from defects in material and workmanship under normal use and service within the express time limits set forth herein for its various components.

1. Within five (5) years of the vehicle in service date (unlimited mileage), the Company warrants:
 - A. Chassis frame rails including all cross members, standard front axle and rear axle, excluding wear items.
 - B. Basic body structural components including roof, sidewall, cowl, rear and floor structures. This includes deterioration due to rust, when in the Company's judgment such deterioration jeopardizes the structural integrity of the bus body or perforates the exterior sheet metal surfaces.
 - C. Seat frames and barrier frames manufactured by the Company.
2. Within two (2) years of the vehicle in service date (unlimited mileage), the Company warrants all other original components manufactured by the Company.
3. Within one (1) year of the vehicle in service date (unlimited mileage), the Company warrants all original components supplied to the Company by outside vendors such as electric motors, switches, heater cores, air or vacuum operated apparatus, lamp or glass, (but not bulbs). Engines, transmissions, suspension systems, rims, batteries, alternators, etc., shall carry the warranty of their manufacturers. The Company shall use its best efforts to cause all such manufacturers to honor their warranties to the original purchaser, but in any case the Company warrants such components (subject to limitations and exceptions specified herein) for twelve (12) months after delivery to the original purchaser. (Engine and transmission warranty included in warranty book.)

The time limitations specified herein shall be governed by the beginning date recorded at the time and place of delivery to the original purchaser.

THIS LIMITED WARRANTY SPECIFICALLY DOES NOT EXTEND TO THE FOLLOWING EXCEPTIONS:

1. Components which have been subjected to misuse, negligence, accident, or road hazard damage.
2. Components or systems which have been altered or modified without the express, prior, written authorization of the Company.
3. Damages resulting from the replacement of original components with substitutions not authorized by the Company.
4. Damages resulting from failure to perform regular preventive maintenance customarily accepted within the industry for similar vehicles.
5. Damages to the paint, finish, or accessories of the bus body caused by corrosive atmospheric or road chemicals.
6. Tires carry the warranty only of their manufacturer. The Company makes no warranty whatsoever relative to tires.
7. Regular maintenance items, such as brake linings, brake drums, clutch linings, belts, filters, bulbs, lubricants, engine coolant, and other similar items.
8. Any chassis which has been overloaded beyond its rated capacity or gross vehicle weight rating (GVWR).

Notwithstanding the time limitations otherwise specified, bus bodies used in "off highway" applications, such as logging, mining, oil field operations, or on unimproved roads shall be warranted for a maximum of six (6) months after delivery to the original purchaser. This applies to all components and systems incorporated in such bus units.

THE LIABILITY OF THE COMPANY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT TO THE PURCHASER WITHOUT CHARGE OF THE COMPONENT OR COMPONENTS ACKNOWLEDGED BY THE COMPANY TO BE DEFECTIVE. REPAIR OR REPLACEMENT SHALL BE AT LOCATIONS APPROVED BY THE COMPANY.

THIS IS THE EXCLUSIVE AND COMPLETE WARRANTY MADE BY THE COMPANY. THE COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. THIS WARRANTY IS ALSO IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE COMPANY.

THE LIABILITY OF THE COMPANY UNDER THIS LIMITED WARRANTY DOES NOT EXTEND TO LOSS OF TIME, INCONVENIENCE, LOSS OR USE OF THE VEHICLE (AND LOSS OF PROFITS RESULTING THEREFROM), INJURY TO PERSON, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.

LIMITATION OF CLAIMS: All claims under this Limited Warranty must be made within the warranty period as stated herein and must be submitted in writing to and processed by an authorized distributor of the Company and approved by the Company Service Department.

If any provision of the Limited Warranty is found to be invalid or unenforceable, that provision only will be voided and all other provisions will remain in full force and effect and valid and binding as between the parties. This Limited Warranty is governed and construed by the location point of sale; Thomas Built Buses, Inc. Uniform Commercial Code and the laws in force and effect in the State of North Carolina, United States Of America.

This limited warranty is transferable. When the vehicle title is transferred to a new owner, the warranty coverage will continue from the original in-service date until the end of the original warranty period. Warranty claims will be honored from the new owner only after the "Transfer of Warranty" form, part #TBB 41000301 has been completed and sent to the Warranty Department of Thomas Built Bus, Inc.

Thomas Built Buses Warranty

Quick Reference - School

Chassis

1-Year Unlimited Miles

1. Air Compressor & Governor (Bendix)
2. Air Valves (Bendix)
3. Air Cleaner (Except Element)
4. Alternators
5. Air Throttle, Including All Components
6. Air Dryers
7. Battery (Prorated after 12 Months)
8. Battery Cables
9. Brake System (Chambers) (Drums Except For Wear)
10. Driveline
11. Electrical System
12. Exhaust System
13. Fan Drive & Clutch
14. Fan System - Hydraulic
15. Fuel System, Including Hoses & Lines
16. Horns
17. Hubs - Front & Rear, Bearings & Seals
18. Instruments
19. Kysor System
20. Oil Coolers
21. Radiators
22. Speedometer
23. Starter
24. Springs
25. Shocks
26. Steering
27. Suspension (Neway)
28. Tachograph
29. Transmission
30. Wheels & Rims

Chassis

2-Years, Unlimited Miles

1. Engine Mounts (Brackets)
2. Fuel Tanks
3. Fuel Tank Mounts
4. Suspension Brackets (Standard Thomas)

Chassis

5-Years, Unlimited Miles

1. Frame Assembly
2. Crossmembers
3. Frame Rails
4. Thomas Front Axle, Excluding Pins, Bushings & Wear Items
5. Axle - Front (Rockwell & Eaton)
6. Axle - Rear (Rockwell & Eaton)

Body

1-Year, Unlimited Miles

1. Air/Vacuum Operated Components
2. Dash Panels
3. Door Controls - All
4. Door Locks, Latches
5. Electrical Motors - Heater, Fan Flasher, Other
6. Floor Covering
7. Floor, Plywood
8. Glass (Except Damaged)
9. Heater Cores
10. Lights (Except Bulbs)
11. Mirrors, Brackets
12. Seals - Windows, Doors
13. Seats - Purchased
14. Seat Belts
15. Stanchions
16. Switches - All
17. Visors
18. Vandalock System
19. Warning Devices
20. Windows, Sliding (Purchased)
21. Wipers Motors
22. Wiring
23. Sashes, Windows
24. A/C System
25. Radios

Body

2-Years, Unlimited Miles

1. Battery Box Assembly
2. Bumper
3. Doors, Door Hinges
4. Insulation - Interior
5. Luggage Compartments
6. Luggage Racks
7. Outriggers - Body
8. Seats (Thomas Manufactured)
9. Trim - Interior
10. Storm Sash
11. Paint Adhesion (Pro-rated: 2 years - 100%, 2-3 years - 50%, 3-5 years - 30%)

Body

5-Years, Unlimited Miles

1. Basic Body Structural Components
2. Roof Inner & Outer Panels
3. Sidewall Inner & Outer Panels
4. Floor, Including Wheelwells
5. Cowl & Rear Sections
6. Pilasters
7. Guard Rails
8. Sheet Metal - Protection - Rust Perforation
9. Seat Frames, Barrier Frames

Note: Sub-system parts are covered according to the sub-system's stated warranty coverage above.



Fountain Valley School District
BUSINESS SERVICES

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Director, Maintenance & Operations
SUBJECT: **AWARD BID #19-01 MODULAR BUILDINGS-SITEWORK ONLY
(MASUDA MIDDLE SCHOOL)**
DATE: June 4, 2019

Background:

On July 12, 2018 the Board of Trustees approved the design, engineering and purchase of Gen 7 High Performance Modular Classrooms for the three Middle Schools. This recommendation to award is for all site work required prior to the delivery and installation of the new buildings at Masuda Middle School.

An advertisement to bid was placed in the Orange County Daily Pilot on May 16, 2019 and May 23, 2019 pursuant to Public Contract Code 20011 and Government Code 6066. Six (6) Contractors attended the mandatory job walk held on May 30, 2019 at 9:00 am and Two (2) submitted bids

Bid Recap

<u>Contractor</u>	<u>Bid Amount</u>
Sandalwood Construction	\$ 1,339,000.00
R. Jensen Co., Inc	\$ 1,348,000.00

Fiscal Impact:

Funding for this project will come from the proceeds of the sale of the Crossroads Building.

Recommendation:

It is recommended that the Board of Trustees awards Bid# 19-01 to Sandalwood Construction in the amount of \$ 1,339,000.00 and authorizes the Superintendent or his designee to sign all documents on behalf of the District.

NOTICE INVITING BIDS:

Modular Buildings – Site work only

(Masuda Middle School)

For Bid Number: 19-01

Bid Deadline:

1:00 pm June 6, 2019

Place of Bid:

Fountain Valley School District

17330 Mt. Herrmann St

Fountain Valley, Ca 92708

(714) 668-5882

NOTICE IS HERENY GIVEN that the Board of Trustees of the Fountain Valley School District of Orange County, California will receive bids up to and including **1:00p.m.on June 6, 2019**. At this time, date, and place, bids will be publicly opened and read aloud for Bid No. 19-01 Construction of the Site work required for the installation of Modular Buildings at Masuda Middle School 17415 Los Jardines West Fountain Valley, CA 92708 as indicated in the bid specifications. A **Mandatory Job Site Walk** has been scheduled for **May 30th, 2019 at 9:00 a.m.** at the address above. All bids shall be submitted only on the forms supplied by the School District as part of the bid package. Bid documents will be available on May 24th 2019 by email request to Hastiej@fvsd.us. All Firms submitting a proposal to this project must be prequalified with the District pursuant to Public Contract Code section 20111.6 (b)-(m) without exception prior to submitting a proposal. Any Firm that submits a proposal and is not prequalified will be deemed non-responsive and that Firm's proposal will be rejected and returned to the Firm unopened.

The prequalification process is web based and is available from a link found on the Fountain Valley School District website at www.fvsd.us. Prequalification documents must be submitted prior to the Mandatory Job Walk on May 30th 2019. The Board of Trustee reserves the right to reject any and all bids and to waive any irregularity therein. The right is also reserved by the Board of Trustees to select items and/or scope of work which in their opinion will best serve the needs of the District. All bidders must be properly licensed at bid time and during the entire project per Public Contact Code Section 3300 and Business and Professions Code Section 7028.15. Dated this May 14, 2019. Joe Hastie, Director - Maintenance Published: Daily Pilot Newport Beach/Costa Mesa May 16, 2019 and May 23, 2019.



Fountain Valley School District
BUSINESS SERVICES

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Director, Maintenance & Operations
SUBJECT: **AWARD BID #19-02 ROOF REPLACEMENT - PLAVAN**
DATE: June 4, 2019

Background:

In 1998, Plavan Elementary received a new roof. That roof has performed well for over 20 years and its warranty has expired. It has been determined that replacement is necessary. Plavan Elementary will not require HVAC equipment during the Measure O Project, therefore the District saw no reason to delay the replacement of this roof. New Evely single ply roof will have a 30 year warranty.

An advertisement to bid was placed in the Orange County Daily Pilot on May 16, 2019 and May 23, 2019 pursuant to Public Contract Code 20011 and Government Code 6066. Six (6) Contractors attended the mandatory job walk held on May 30, 2019 at 1:00 pm and Four (4) submitted bids

Bid Recap

<u>Contractor</u>	<u>Bid Amount</u>
Chapman Coast Roofing	\$ 1,141,451.00
Best Contracting	\$ 1,169,000.00
Letner Roofing	\$ 1,415,570.00
ERC Roofing	\$ 1,798,110.00

Fiscal Impact:

Funding for this project will come from Measure O funds

Recommendation:

It is recommended that the Board of Trustees awards Bid# 19-02 to Chapman Coast Roofing in the amount of \$ 1,141,451.00 and authorizes the Superintendent or his designee to sign all documents on behalf of the District.

NOTICE INVITING BIDS:

Roof Replacement

(Plavan Elementary School)

For Bid Number: 19-02

Bid Deadline:

1:00 pm June 6, 2019

Place of Bid:

Fountain Valley School District

17330 Mt. Herrmann St

Fountain Valley, Ca 92708

(714) 668-5882

NOTICE IS HERENY GIVEN that the Board of Trustees of the Fountain Valley School District of Orange County, California will receive bids up to and including **1:00p.m.on June 6, 2019**. At this time, date, and place, bids will be publicly opened and read aloud for Bid No. 19-02 Roof Replacement – Plavan Elementary School 9675 Warner Ave West Fountain Valley, CA 92708 as indicated in the bid specifications. A **Mandatory Job Site Walk** has been scheduled for **May 30th, 2019 at 1:00 p.m.** at the address above. All bids shall be submitted only on the forms supplied by the School District as part of the bid package. Bid documents are available by email request to Hastiej@fvsd.us. All Firms submitting a proposal to this project must be prequalified with the District pursuant to Public Contract Code section 20111.6 (b)-(m) without exception prior to submitting a proposal. Any Firm that submits a proposal and is not prequalified will be deemed non-responsive and that Firm's proposal will be rejected and returned to the Firm unopened. The prequalification process is web based and is available from a link found on the Fountain Valley School District website at www.fvsd.us. Prequalification documents must be submitted prior to the Mandatory Job Walk on May 30th 2019. The Board of Trustee reserves the right to reject any and all bids and to waive any irregularity therein. The right is also reserved by the Board of Trustees to select items and/or scope of work which in their opinion will best serve the needs of the District. All bidders must be properly licensed at bid time and during the entire project per Public Contact Code Section 3300 and Business and Professions Code Section 7028.15. Dated this May 14, 2019. Joe Hastie, Director - Maintenance Published: Daily Pilot Newport Beach/Costa Mesa May 16, 2019 and May 23, 2019.



Fountain Valley School District
BUSINESS SERVICES

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Director, Maintenance & Operations
**SUBJECT: APPROVE THE USE OF CMAS CONTRACT NO. 3-18-70-3176C FOR
THE PURCHASE OF INFORMATION TECHNOLOGY GOODS AND
SERVICES**
DATE: June 4, 2019

Background:

The California Multiple Award Schedules (CMAS) offers a wide variety of commodities, non-IT services and information technology products and services at prices which have been assessed to be fair, reasonable and competitive by the California Department of General Services (DGS).

Measure O Project will require the purchase of new security alarm systems and required cabling. By purchasing through CMAS the District will take advantage of cost savings and guarantee local stockpiling of materials to be used as needed throughout the projects. In April 2018 CMAS NO. 3-18-70-3176C was issued to TIME and ALARM SYSTEMS for products purchased from Accu-Tech Corporation by the State.

Board approval is required to utilize the contract and take advantage of the substantial cost savings.

Fiscal Impact:

No ongoing costs to utilize CMAS. Cost of materials as purchased are paid directly to the approved vendor. Funding will be provided by Measure O Project funds.

Recommendation:

It is recommended that the Board of Trustees approves the District use of the 2018 - 2023 CMAS Contract No. 3-18-70-317C and any extensions to purchase Information Technology Goods and Services from TIME and ALARM SYSTEMS to meet the needs of the District.

April 25, 2018

Keith Senn
Time and Alarm Systems
3828 Wacker Drive
Mira Loma, CA 91752

Subject: TIME AND ALARM SYSTEMS' California Multiple Award Schedule (CMAS)

CMAS Number: 3-18-70-3176C
CMAS Term Dates: April 25, 2018 through April 9, 2023
Base GSA Schedule No.: GS-35F-0499N

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS), which we have assigned the CMAS number and term dates identified above. This CMAS number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this CMAS.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS to State and local government agencies. A copy of this CMAS can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following: **1)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **2)** CMAS terms and conditions, **3)** Federal GSA (or Non-GSA) terms and conditions, and **4)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with CMAS contractors who provide ALL of the elements described above.

To manage this CMAS, contractors are directed to the "CMAS Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select "For Suppliers/Contractors." This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, CMAS contractor's change in contact information, company name change requests, and marketing your CMAS.

It is the CMAS contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CMAS IS Q2-2018 (APR-JUN)
DUE BY JUL 15, 2018.

The "Approved CMAS Contractor" logo is only available to CMAS holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this CMAS, please contact me at 916/375-4554. Thank you for your continued cooperation and support of the CMAS Program.



JANNA WELK, Program Analyst
California Multiple Award Schedules Unit

State of California

MULTIPLE AWARD SCHEDULE

Time and Alarm Systems

CMAS NUMBER:	3-18-70-3176C
SUPPLEMENT NO.:	N/A
CMAS TERM DATES:	4/25/2018 through 4/9/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0499N
BASE SCHEDULE HOLDER:	Accu-Tech Corporation

This CMAS provides for the purchase and warranty of hardware.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated March 15, 2018.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.



JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **4/25/2018**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-18-70-3176C**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Belden
Brand-Corning
Brand-Panduit
Brand-Siemon
Cable-Telecommunication
LAN/WAN-Component
LAN/WAN-System
Wire-Cable (Various)
Wire-Communication (Component)
Wire-Communication (Copper)
Wire-Communication (Fiber)
Wiring-Telecom

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0499N (ACCU-TECH CORPORATION) with a GSA term of 4/10/2008 through 4/9/2023 including modification PS-0420.

Replace "Accu-Tech Corporation" with "Time and Alarm Systems" where "Accu-Tech Corporation" is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed, faxed, or emailed to the following:

Time and Alarm Systems
3828 Wacker Drive
Mira Loma, CA 91752
Attn: Anna Thompson

Fax: (951) 685-1441
E-mail: athompson@timeandalarm.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Kristen Senn
Phone: (951) 685-1761
E-mail: ksenn@timeandalarm.com

CALIFORNIA SELLER'S PERMIT

Time and Alarm Systems' California Seller's Permit No. is 23707801. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains quantity discounts. See the base GSA schedule for the specific percent of discount.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Information Technology Goods and Services:
\$500,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: www.dgs.ca.gov/pd/Programs/Delegated.aspx.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-18-70-3176C**

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, State Administrative Manual (SAM) § 4819.34).

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FI\$Cal purchase order must adhere to the following guidelines:

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-18-70-3176C**

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI\$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI\$Cal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity and/or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

Time and Alarm Systems is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.** See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-18-70-3176C**

- Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse. State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STD. 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

Information for submitting a STD 152 can be found on the DGS OFAM surplus property website:
www.dgs.ca.gov/ofam/Programs/StSurplus/Reutilization/CSPS.aspx

Information on the CALPIA E-Waste Program can be found at:
www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing

The E-Waste Exemption Request Form EWR-F029 can be found at:
www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESO) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-18-70-3176C**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

Time and Alarm Systems' California Contractor's License number is 393251. This is a Class C-7, C10 & C16 license that is valid through 9/30/2018.

Cable and Wire: Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
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**OPEN MARKET/INCIDENTAL, NON-SCHEDULE
ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-18-70-3176C**

**STATE AND LOCAL GOVERNMENTS CAN USE
CMAS**

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND
CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

State Agencies not transacting in FI\$Cal, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-18-70-3176C**

See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 -- 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Time and Alarm Systems accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3700). Approval by the Department of General Services is not required.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-18-70-3176C**

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
TIME AND ALARM SYSTEMS
CMAS NO. 3-18-70-3176C**

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office:	(916) 376-1891
Fullerton Office:	(714) 773-2093

The California Relay Service Telephone Numbers are:

Voice	1-800-735-2922
TTY:	1-800-735-2929

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____
 CMAS Number: _____
 For Questions Regarding This Report Contact:
 Name: _____
 Phone Number: _____
 E-mail: _____

Reporting Calendar Year: _____ Revision ☐
 Reporting Quarter: Q1 (Jan-Mar) ☐
 Q2 (Apr-Jun) ☐
 Q3 (Jul-Sep) ☐
 Q4 (Oct-Dec) ☐

Check Here if No New Orders for This Quarter ☐

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____
 Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.

- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
- b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
- c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
- d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
- e) **"Buyer"** means the State's authorized contracting official.
- f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
- j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be

synonymous with "supplier", "vendor" or other similar term.

- k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
- l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
- m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
- n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
- o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
- p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
- q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
- r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
- s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
- w) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
- bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract.

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integrated and functioning together, and performing in accordance with this Contract.

- oo) "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
 - b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is

otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
 - e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
 9. **CMAS -- ASSIGNMENT:**
 - a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will

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not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

- b) Should the State desire financing of the assets provided hereunder through GS\$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. CMAS -- ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions - Information Technology (In the Instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Federal GSA (or other multiple award) terms and conditions;
- e) Statement of work, including any specifications incorporated by reference herein; and
- f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and

- ii) the number of the container in which the packing sheet has been enclosed.

- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. DELIVERY: The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

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15. SUBSTITUTIONS: Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. CMAS -- WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
- c) Unless otherwise specified in the Statement of Work:
 - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

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- (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
- (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
- i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an Infringing Deliverable) or service; or
 - ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
20. **INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.
21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
 - b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
 - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR, SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
22. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

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- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
- (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in

writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
- (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other

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materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the

Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.

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27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in

triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without

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obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION

- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this

Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

- a) The State may use the Software Products in the conduct of its own business, and any division thereof
- b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machined-readable form, on any other State CPU until the designated CPU is returned to operation.

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- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
 - d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.
- 39. **PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:** The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.
- 40. **RIGHT TO COPY OR MODIFY:**
 - a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
 - b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.
- 41. **FUTURE RELEASES:** Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.
- 42. **ENCRYPTION/CPU ID AUTHORIZATION CODES:**
 - a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
 - b) In case of an inoperative CPI, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
 - c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.
- 43. **PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
 - a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

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Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating

Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

- (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's Instructions regarding this

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Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or

- (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. FOLLOW-ON CONTRACTS:

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any

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- subject of such Technical Consulting and Direction; and
- (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
48. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
49. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
50. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

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51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or organization's policy of maintaining a drug-free workplace;
- (iii) any available counseling, rehabilitation and employee assistance programs; and,
- (iv) penalties that may be imposed upon employees for drug abuse violations.

- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:

- (i) will receive a copy of the company's drug-free policy statement; and,
- (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.**55. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

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- 56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).
- 57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 58. AMERICAN WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to Contract with the State.
- 62. DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.
- 63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 64. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

- 65. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:** Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

66. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
 - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
 - i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty

(\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

ii) Worker's Compensation Insurance

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

67. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
- c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

68. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

69. CMAS -- Debarment Certification (Federally Funded Contracts): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

70. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including Individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

71. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an Independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

72. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
 - Assume responsibility for matters beyond its control;
 - Agree to make payments in advance;
 - Accept any other provision creating a contingent liability against the State; or
 - Agree to obtain insurance to protect the Contractor.
- The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

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If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

74. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

75. **CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT:** In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

76. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

77. **CMAS -- CONTRACTOR EVALUATION:** In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

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(Software as a Service)**

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

- a) **"Cloud Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Cloud Platform as a Service (PaaS)"** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) **"Cloud Infrastructure as a Service (IaaS)"** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **"Data"** - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- e) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) **"Encryption"** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
- g) **"Recovery Point Objective (RPO)"** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- h) **"Recovery Time Objective (RTO)"** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

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Terms

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
 - 1) Acts or omission of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;
 - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request;
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;

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- 3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
 - 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
 - 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

5. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6. DATA LOCATION: Unless otherwise stated in the Statement of Work and approved in advance in writing by:

- 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
- 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

- a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.

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- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9. DATA BREACH: Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided

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to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:

- 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
- 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.
- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

11. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

12. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

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(Infrastructure as a Service and Platform as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR INFRASTRUCTURE AS A SERVICE (IaaS) AND PLATFORM AS A SERVICE (PaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. DEFINITIONS:

- a. "Authorized Persons" means the Service Provider's employees, Contractors, subcontractors or other agents who need to access the State's Data to enable the Service Provider to perform the services required.
- b. "Data Breach" means the unauthorized access that results in the use, disclosure, destruction, modification, loss or theft of the State's unencrypted Personal Data or Non-Public Data.
- c. "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- d. "Infrastructure-as-a-Service" (IaaS) means the capability provided to the consumer is to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).
- e. "Non-Public Data" means data submitted to the Service Provider's IaaS or PaaS Service, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, regulation or policy from access by the general public as public information.
- f. "Personal Data" means data submitted to the Service Provider's IaaS or PaaS Service that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
- g. "Platform-as-a-Service" (PaaS) means the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or-acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- h. "Protected Health Information" (PHI) means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA) as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
- i. "Security Incident" means the potentially unauthorized access to Personal Data or Non-Public Data the Service Provider believes could reasonably result in the use, disclosure or theft of the State's unencrypted Personal Data or Non-Public Data within the possession or control of the Service Provider. A Security Incident may or may not turn into a Data Breach.

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- j. "Service Level Agreement" (SLA) means a written agreement between both the State and the Service Provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, how disputes are discovered and addressed, and (6) any remedies for performance failures.
 - k. "Service Provider" means the Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.
 - l. "State Data" means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Service Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Service Provider.
 - m. "State Identified Contact" means the person or persons designated in writing by the State to receive Security Incident or Data Breach notification.
 - n. "Statement of Work" (SOW) means a written statement in a Contract that describes the State's service needs and expectations.

2. DATA OWNERSHIP:

The State will own all right, title and interest in State Data that is related to the services provided by this Contract. The Service Provider shall not access State user accounts or State Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) at the State's written request or (5) as required by law.

3. DATA PROTECTION:

Protection of personal privacy and data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of State information within its control and comply with the following conditions:

- a. In addition to the Compliance with Statutes and Regulations provisions set forth in the General Provisions – Information Technology, the Service Provider shall comply as required with:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq).
 - ii. NIST Special Publication 800-53 Revision 4 or its successor.
 - iii. Privacy provisions of the Federal Privacy Act of 1974.
- b. All State Data obtained by the Service Provider within its control in the performance of this Contract shall become and remain the property of the State.
- c. Unless otherwise set forth in the SOW and/or SLA, Personal Data and Non-Public Data shall be encrypted at rest, in use, and in transit with controlled access. The SOW and/or SLA will specify which party is responsible for encryption and access control of the State Data for the service model under Contract. If the SOW and/or SLA and the Contract are silent, then the State is responsible for encryption and access control.
- d. Unless otherwise set forth in the SOW and/or SLA, it is the State's responsibility to identify data it deems as Non-Public Data to the Service Provider. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Contract.
- e. At no time shall any Personal Data and Non-Public Data or processes — which either belong to or are intended for the use of State or its officers, agents or employees — be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction without the express written consent of the State except as permitted in Section 2 above.

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- f. **(For PaaS Only) Encryption of Data at Rest:** The Service Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data and Non-Public Data, unless the Service Provider presents a justifiable position approved by the State that Personal Data and Non-Public Data must be stored on a Service Provider portable device in order to accomplish work as defined in the SOW and/or SLA.

4. DATA LOCATION:

The Service Provider shall provide its services to the State and its end users solely from data centers in the continental United States. Storage of State Data at rest shall be located solely in data centers in the continental United States. The Service Provider shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical user support or other customer support. The Service Provider may provide technical user support or other customer support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

5. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:

The Service Provider shall inform the State of any Security Incident or Data Breach related to State Data within the possession or control of the Service Provider and related to the service provided under this Contract.

- a. **Security Incident Reporting Requirements:** Unless otherwise set forth in the SOW and/or SLA, the Service Provider shall promptly report a Security Incident related to its service under the Contract to the appropriate State Identified Contact as defined in the SOW and/or SLA.
- b. **Breach Reporting Requirements:** If the Service Provider has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable Data Breach notification law, the Service Provider shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless otherwise required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.
- c. **(For PaaS Only) Incident Response:** The Service Provider may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Service Provider communication and mitigation processes as mutually agreed, defined by law or contained in the Contract.

6. DATA BREACH RESPONSIBILITIES:

This section only applies when a Data Breach occurs with respect to Personal Data and/or Non-Public Data within the possession or control of a Service Provider and related to service provided under this Contract.

- a. The Service Provider, unless otherwise set forth in the SOW and/or SLA, shall promptly notify the appropriate State identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is or reasonably believes that there has been a Data Breach. The Service Provider shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Service Provider will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's satisfaction.
- c. Service Provider shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.

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- d. Unless otherwise set forth in the SOW and/or SLA, if a Data Breach is a direct result of the Service Provider's breach of its Contract obligation to encrypt Personal Data and/or Non-Public Data or otherwise prevent its release, the Service Provider shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State (or Federal) law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by the Service Provider based on root cause; all [(1) through (5)] subject to this Contract's Limitation of Liability provision as set forth in the General Provisions - Information Technology.

7. NOTIFICATION OF LEGAL REQUESTS:

Unless otherwise required by law, the Service Provider shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to State's Data. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice. Unless otherwise required by law, Service Provider agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Service Provider shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

8. DATA PRESERVATION AND RETRIEVAL:

- a. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist the State in extracting and/or transitioning all State Data in the format determined by the State ("Transition Period").
- b. The Transition Period may be modified in the SOW and/or SLA or as agreed upon in writing by the parties in a Contract amendment.
- c. During the Transition Period, IaaS and/or PaaS and State Data access shall continue to be made available to the State without alteration.
- d. Service Provider agrees to compensate the State for damages or losses the State incurs as a result of Service Provider's failure to comply with this section in accordance with the "Limitation of Liability" provision set forth in the General Provisions - Information Technology.
- e. The State at its option, may purchase additional transition services as agreed upon in the SOW and/or SLA.
- f. During any period of suspension, the Service Provider shall not take any action to intentionally erase any State Data.
- g. The Service Provider will impose no additional fees for access and retrieval of State Data by the State during the Transition Period.
- h. After termination of the Contract and the prescribed retention period, the Service Provider shall securely dispose of all State Data in all forms. State Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

9. BACKGROUND CHECKS:

As permitted or required by law, the Service Provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's Information among the Service Provider's employees and agents.

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10. ACCESS TO SECURITY LOGS AND REPORTS:

- a. **(For IaaS Only)** Upon request, the Service Provider shall provide reports to the State directly related to the Infrastructure the Service Provider controls upon which the State account resides. Unless otherwise agreed to in the SLA, the Service Provider shall provide the State a history of all Application Program Interface (API) calls for the State account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Service Provider. The report will be sufficient to enable the State to perform security analysis, resource change tracking and compliance auditing.
- b. **(For PaaS Only)** Upon request, the Service Provider shall provide reports to the State in a format as specified in the SOW and/or SLA and agreed to by both the Service Provider and the State. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.
- c. The Service Provider and the State recognize that security responsibilities are shared. The Service Provider is responsible for providing a secure infrastructure. The State is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SOW and/or SLA.

11. CONTRACT AUDIT:

The Service Provider shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

12. DATA CENTER AUDIT:

The Service Provider shall undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit of its data centers, or its successor at its own expense. The Service Provider shall provide a redacted version of the audit report and Contractor's plan to correct any negative findings upon request. The Service Provider may remove its proprietary information from the redacted version.

13. CHANGE CONTROL AND ADVANCE NOTICE:

The Service Provider shall give advance notice (as agreed to by the parties and included in the SOW and/or SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that is expected to materially and negatively impact service availability and performance, as well as any planned downtime for such upgrades. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. Service Provider may change the features and functionality of the services, without degrading them, to make improvements, address security requirements and comply with changes in law.

14. SECURITY PROCESSES:

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Service Provider. The State and the Service Provider shall understand each other's roles and responsibilities, which shall be set forth in the SOW and/or SLA.

15. IMPORT AND EXPORT OF DATA:

The State shall have the ability to import or export data in whole or in part at its discretion without interference from the Service Provider. This includes the ability for the State to import or export data to or from other Service Providers.

16. RESPONSIBILITIES AND UPTIME GUARANTEE:

The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment are the responsibility of the Service Provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and shall provide service to customers as defined in the SOW and/or SLA.

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17. RIGHT TO REMOVE INDIVIDUALS:

The State shall have the right at any time to require the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. The Service Provider shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

18. BUSINESS CONTINUITY AND DISASTER RECOVERY:

The Service Provider shall provide a business continuity and disaster recovery plan and shall ensure that it achieves the State's Recovery Time Objective (RTO), as agreed to by the parties and set forth in the SOW and/or SLA.

19. WEB SERVICES:

(For PaaS Only) The Service Provider shall use Web services exclusively to interface with State Data in near real time when possible, or as mutually agreed in the SOW and/or SLA.



Fountain Valley School District
Support Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Kate Smith, Director, Support Services
SUBJECT: **MOU between Orange County Department of Education and Fountain Valley School District for Special Schools Program**
DATE: June 10, 2019

Background:

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56165.3 and 56195.5, Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program. Agreement is effective the period of July 1, 2019 through June 30, 2020.

Fiscal Impact:

No fiscal impact unless/until services are required.

Recommendation:

It is recommended that the Board of Trustees approves the MOU between Orange County Department of Education and Fountain Valley School District.

Memorandum of Understanding Between
The Orange County Superintendent of Schools
And
“Fountain Valley School District”
2019-2020

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as “OCDE” and the “Fountain Valley School District,” herein referred to as “District,” and collectively referred to herein as the “Parties,” mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs ages 3 through 22 requiring intensive educational services, including a regional deaf and hard of hearing program. The OCDE Special Schools Program operates on multiple public school sites throughout Orange County designated as preschool, elementary, secondary and adult transition programs.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2019, and ending June 30, 2020.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

based on the student's grade and unique needs as well as schedule a visitation with the parent. OCDE referral packets are available on-line.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. The OCDE Special Schools Principal or designee, must participate in the District's IEP team meeting in which placement in an OCDE Special Schools Program is being recommended.

OCDE recognizes there may be situations in which the District desires to refer a student to an OCDE Special Schools Program outside of the IEP process, such as a mediation or other alternative dispute resolution process. Prior to offering the OCDE Special Schools Program outside of the IEP process, District shall contact the appropriate OCDE Special Schools Principal to discuss the referral, submit an OCDE referral packet and obtain prior written approval from OCDE before offering placement in an OCDE Special Schools Program.

OCDE shall maintain and provide special education programs for District pupils during the 2019-2020 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils. Pupils enrolled in an OCDE Special Schools Program shall matriculate within the OCDE Special Schools Program based on their grade (preschool, elementary, secondary and adult transition programs) as determined by the IEP team.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil referred by the District to an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, matriculation, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law.

For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2019 through June 1, 2020. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program,

whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as “enrolled” on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as “enrolled” or considered a continuing pupil for the following school year.

10. Definitions

a. “Special Education Fiscal Advisory Committee” shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. “Regional Special Education Programs” are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and

ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

(1) Various Program Cost Reports

(2) State Form 01

(3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and

subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2019-2020 will be based on actual information for 2018-2019 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year.

In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the

school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2019-2020

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other

similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Analee Kredel**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4129

District: Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: Kathryn Smith, Director, Support Services
Fax: (714) 843-3230
Phone: (714) 843-3281

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

OCDE – [NAME]

DISTRICT – [NAME]

BY: _____
(Authorized Agent)

BY: _____
(Authorized Agent)

DATE: _____

DATE: _____

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:

DATE: 6/3/19

LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY  ATTORNEY

**Orange County Department of Education
Special Schools Program**

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-19	2018-19	2019-20
2018-19 average year-to-date 405.3 2019-20 proj average enrollment 410	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Restricted Fund Balance Low Incidence	9791	184,877.58	170,378	176,776	161,081
Reserve for Economic Uncertainty	9791	901,036.63	904,689	904,077	945,922
Total Beginning Balance	9791	1,085,914.21	1,075,067	1,080,853	1,107,003
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,602,572.00	1,582,126	1,598,834	1,572,130
AB602 Allocation		1,602,572.00	1,582,126	1,598,834	1,572,130
Prior Year Apportionment	8319	28,677.00	-		-
Other State Revenue		28,677.00	-		-
Interagency Fees Bill Back to Districts	8677	20,306,852.45	21,717,904	19,120,735	22,742,590
Interagency Fees Special Circumstance Aids	8677	4,892,111.70	5,231,816	5,977,173	5,719,212
Interagency Fees - Contracts	8677	93,297.36	100,000	60,000	60,000
Registration & Misc. Fee	8689	475.00	-	4,000	-
Other Local Revenue/EE contract	8699	3,327.72	-	15	-
Other Revenue/Tuition	8710	3,501,323.11	3,748,839	3,914,695	3,914,695
Tuition - Prior Year	8711	-	-		-
Other Local Revenue		28,797,387.34	30,798,559	29,076,618	32,436,497
Contribution from Unrestricted	8980	-	-	480,444	240,221
Contribution for Indirect	8981	505,031.81	542,134	531,111	576,278
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	441,951	441,951
Contribution from Restricted	8990	39,448.44	23,718	37,329	37,329
Contribution to Restricted Routine Maint.	8991	(419,318.00)	(419,318)	(412,600)	(529,968)
Contribution to Food Services	8992	(156,457.96)	(190,169)	(196,801)	(193,449)
Contribution to Special Ed	8993				
Total Contributions		410,655.29	398,316	881,434	572,362
Total Revenue		31,925,205.84	33,854,068	32,637,739	35,687,992

**Orange County Department of Education
Special Schools Program**

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-19	2018-19	2019-20
2018-19 average year-to-date 405.3 2019-20 proj average enrollment 410	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Expenditures					
Teachers Salaries	1100	5,487,521.82	5,624,786	5,302,929	5,680,909
Pupil Support Salaries	1200	1,211,591.13	1,146,745	1,174,396	1,211,416
Supervisor/Administrators	1300	1,130,279.24	1,219,843	1,185,536	1,258,616
Other Certificated	1900	1,297,554.19	1,305,620	1,354,342	1,407,850
Total Certificated		9,126,946.38	9,296,994	9,017,203	9,558,791
Instructional Assistants	2100	7,381,348.63	7,817,713	7,751,408	8,406,711
Classified Support Salaries	2200	726,238.46	729,144	800,750	816,658
Supervisors/Managers	2300	596,453.05	534,130	625,869	629,497
Clerical/Technical	2400	752,519.58	791,165	735,213	783,970
Short term Sub	2900	1,478.68	2,494	1,300	2,300
Total Classified		9,458,038.40	9,874,646	9,914,540	10,639,136
STRS/PERS	3100-3200	2,639,754.07	2,986,198	2,984,229	3,413,409
Medicare and PARS	3300	260,879.62	282,197	289,655	301,206
Health and Welfare	3400	4,564,472.62	4,868,955	4,514,191	5,041,809
Unemployment	3500	9,131.11	9,645	9,669	10,021
Worker's Comp	3600	318,648.25	327,526	324,353	336,814
PERS Reduction	3800	-	-	-	-
Life Insurance/Other	3900	37,703.50	38,455	519,456	280,224
Total Benefits		7,830,589.17	8,512,976	8,641,553	9,383,483
Textbooks	4100	-	1,500	1,500	1,500
Other Books	4200	-	580	1,030	1,530
Materials and Supplies	4300	228,098.22	1,081,473	282,242	966,632
NonCapitalized Equipment	4400	6,681.28	50,898	22,946	38,213
Total Books and Supplies		234,779.50	1,134,451	307,718	1,007,875
Travel and Conference	5200	108,043.64	119,549	103,360	106,932
Dues and Membership	5300	750.00	1,080	944	944
Utilities	5500	183,139.04	219,811	176,100	176,600
Rents/Leases/Repairs	5640	316,624.44	303,002	315,702	315,702
Repairs/Maintenance	5600	31,240.50	61,840	28,657	39,465
Transfer of Direct Costs	5700	38,337.30	43,805	44,364	44,594
Professional/Consulting Services	5800	139,226.47	318,799	171,788	203,689
Communications	5900	96,446.95	84,753	78,818	84,462
Total		913,808.34	1,152,639	919,733	972,388
Improvement on Sites	6100				
Buildings	6200				
Capitalized Equipment	6400/6500			40,000	75,000
Total				40,000	
Support Costs	7340	2,066,704.48	2,203,820	2,158,878	2,368,952
Support Contributions	7341	505,031.81	542,134	531,111	576,278
Total Support		2,571,736.29	2,745,954	2,689,989	2,945,231
Total Expenditures		30,135,898.08	32,717,660	31,530,736	34,506,904
Restricted Fund Balance Low Incidence	9780/9740	176,775.57	154,878	161,081	145,881
Reserve for Economic Uncertainty	9780/9740	904,076.94	981,530	945,922	1,035,207
Ending Fund Balance		1,789,307.76	1,136,408	1,107,003	1,181,088
Total Bill Back		19,598,397.20	21,717,904	19,120,735	22,742,590
Average Enrollment		395.50	400	405	410
Estimated Bill Back per Pupil		49,553.47	54,295	47,183	55,470
Proposed Refund to District		1,791.29			
Actual Billing		47,762.18	54,295	47,182.57	55,469.73

ORANGE COUNTY DEPARTMENT OF EDUCATION
SPECIAL EDUCATION TRANSPORTATION

2019-20 Pupil Transportation Budget
Exhibit B

	2019-20
1. Average number of pupils transported	250
2. Maximum number of billable days	202
3. Classified Salaries	\$ 113,083
4. Employee Benefits	\$ 45,116
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ -
7. Other Expenses	\$ 50
8. Contracts with Private Contractors (5100)	\$ 4,718,505
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ -
11. Equipment/Replacement	\$ -
12. Therapy Transportation	\$ -
Subtotal Direct Costs	\$ 4,718,505
13. Direct Support costs	\$ 183,299
14. Indirect Support Costs @ 1%	\$ 1,833
15. Total Transportation Cost Allocation	\$ 4,903,637
16. State Transportation Entitlement	\$ 1,626,235
Total	\$ 1,626,235
17. Excess Transportation Cost	\$ 3,277,402
17a. *Per Pupil Excess Cost Line17/Line1	\$ 13,110
17b. *Per Day Excess Cost Line17a/Line2	64.90

*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days

Note: If we receive additional funding for transportation, the cost will be reduced.

Budget does not include FY19-20 anticipated contract increases

5/22/2019

2019-20 Pupil Transportation Budget

Exhibit B



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Kate Smith, Director, Support Services
SUBJECT: **OUTREACH CONCERN CONTRACT FOR PROFESSIONAL SERVICES**
DATE: June 10, 2019

Background:

Outreach Concern is a non-profit, pupil personnel organization currently providing counseling and support services to over 200 schools throughout Southern California, serving over 600,000 children, adolescents, and families. Their purpose is to develop, implement, manage and evaluate comprehensive, school counseling programs that support students.

Outreach Concern will provide In-School Counseling Programs, Regional Field Supervisors, a Safety Crisis Hotline, Emergency Response Team, Community Clinic, Multi-County Referral Network, Workshops and Prevention Programs, In-service Training for Teachers and Staff and Parenting Workshops for Courreges, Cox, Gisler, Newland, Oka, Plavan and Tamura Elementary schools.

Fiscal Impact:

A stipend of \$110,000 paid in 10 monthly installments throughout the 2019-2020 school year.

Recommendation:

It is recommended that the Board of Trustees approves the contract between FVSD and Outreach Concern.

Contract for Professional Services

Outreach Concern is a nonprofit, pupil personnel organization founded in 1993. We currently provide counseling and support services to over 894 schools throughout Southern California, serving over 600,000 children, adolescents, and families. Our purpose is to develop, implement, manage, and evaluate comprehensive, school counseling programs that support students and contribute to the mission of the schools we serve.

Outreach Concern, Inc. ("Outreach"), a California nonprofit corporation, hereby proposes to provide pupil personnel services to the following schools in the Fountain Valley School District: Cox, Oka, Plavan, Courreges, Gisler, Tamura and Newland as itemized in this proposal for a continuous period of time from September 2019 to June 2020.

I. Services

Outreach will provide the following pupil personnel services:

1. **In-school Counseling Program:** Outreach Concern will provide 4 days counseling service for Four Elementary Schools and 2 days counseling service for Three Elementary Schools. Each school is assigned a staff of highly trained and qualified counselors who provide for the ongoing counseling and pupil personnel needs of the school and student population. The scope of the on site-counseling program will be mutually determined by the school and Outreach Concern.
2. **Regional Field Supervisors:** Each school is assigned a RFS whose responsibility is to train, manage, and supervise the counseling staff in the assigned school, as well as support the pupil personnel needs of the school, working closely with the principal and faculty.
3. **Outreach Concern School Safety Crisis Hotline:** The crisis hotline is available to all students attending our contracted schools, providing them and their families access to a trained counselor where or whenever they need additional support, 24 hours a day, 365 days a year.
4. **Outreach Concern Emergency Response Team:** In the event of a catastrophic situation or accident on a school campus, Outreach Concern will respond by incorporating our Crisis Response Team, consisting of a specialized clinical staff that can assist students and faculty in transitioning through whatever crisis has impacted the school, faculty, and student population.
5. **Community Clinic:** Many times, a troubled child is only a symptom of a deeper problem within the family. In some situations, a family needs additional guidance and support in dealing with a disturbed child or adolescent, or other issues that are impacting their lives. Our community clinic provides counseling services to assist families through difficult times, as well as providing them managing and parenting skills for their immediate and long-term needs. Services are provided on a sliding scale basis.

Initials: _____

6. **Multi-County Referral Network:** In the event that a student's needs cannot be met by the Outreach Concern counseling staff in the school, we have contracted with a group of licensed professionals throughout Orange and Los Angeles Counties who are willing to either support or continue the quality of care to students and their families on a sliding fee scale basis.

7. **Workshops and Prevention Programs for Students:** In-classroom workshops for students on a variety of topics, such as study skills, bullying, and substance abuse, can be provided to assist them in dealing with today's life problems that affect them both inside and outside the classroom.

8. **In-service Training for Teachers:** Teachers and principals fill a vitally important role in children's lives. Our workshops are designed to give them additional management and coping skills for the classroom and help create a positive teaching environment.

9. **Parenting Workshops:** It is often said that children/adolescents do not come with an instruction manual. But parenting skills can be learned and improved. The goal of our in-service parenting training is to provide information to parents to assist them in developing strong supportive family relationships.

II. Terms

1. All counseling and support services provided by Outreach will be provided by qualified professionals, licensed and unlicensed, who will perform counseling services in accordance with the professional dictates of Outreach Concern.

2. All intern-counselors will be provided by Outreach with weekly clinical supervision by the Outreach Concern staff. Clinical Supervisors will be psychiatrists, psychologists, MFCCs, LCSWs, or Outreach Concern staff who are Service Associate Therapists to Outreach. Additional guidance will be available to intern-counselors by Regional Field Supervisors and by telephone at any time the counselor is working on the School campus. Counselors assigned to a school site will maintain close communications with the principal. A caseload list and schedule will be provided to the principal and kept updated.

3. Liability insurance for counselors is the responsibility of Outreach. Outreach shall maintain general/professional liability insurance at \$2,000,000/occurrence and includes required coverage for sexual abuse and molestation.

4. The Outreach Concern Regional Field Supervisor and intern-counselors will comply with fingerprint requirements as required by the Fountain Valley School District. All costs associated with this requirement will be the responsibility of the individual Regional Field Supervisor or intern-counselor.

5. The Outreach Concern Regional Field Supervisor and inter-counselors will comply with TB test requirements as required by the Fountain Valley School District. All costs associated with this requirement will be the responsibility of the individual Regional Field Supervisor or intern-counselor.

Initials: _____

6. Counselors are recognized by the School to be employees of Outreach. They are bound by contracts with Outreach, by the ethical and legal obligations of the counseling profession, the laws regarding counseling of minors in the State of California, and the regulations of Outreach, including the provisions of Education Code 49602, and Penal Code 11164 et. Seq. (CA Child Abuse and Neglect Reporting Act).

7. Counselors may not take on additional responsibility for the School administration as Outreach is a legally separate entity from the School and its counselors are not members of the School's staff. Counselors are employees of Outreach and are answerable only to the Executive Director and their Regional Field Supervisor.

8. Business matters between the School and Outreach are the responsibility of the Principal and the Executive Director and may not be handled by the counselor or by any other members of the School administration or staff.

9. Counseling matters are the responsibility of the Regional Field Supervisor and the Principal and may not be handled by any other member of the School administration or staff.

10. Outreach will be the sole responsible party for all pupil personnel services at the School and the School shall not engage the services of any other group, agency, or individual for the purpose of providing these services during the term of this contract, excluding Spec. Ed. needs.

11. The relationship of Outreach to the School shall be that of an independent contractor. Nothing in this agreement shall be construed to create an employer-employee or principal agent agreement. Outreach agrees to indemnify the School and hold it harmless from all claims, demands, and liabilities of any kind relative to any act or omission of Outreach, its counselors, agents, employees, or subcontractors.

III. Provisions by the School District

The School/School District shall provide the following:

1. Suitable office space for counseling services in which the counselor can conduct therapy sessions with confidentiality and without disturbance.

2. A telephone available to the counselor for professional calls requiring privacy.

3. Parental consent forms must be distributed, collected, and recorded by the school, and made available to the Regional Field Supervisor before a child can be seen by a counselor unless in the case of an emergency.

4. New schools will provide an opportunity early in the school year at which a member of the Outreach administrative staff will speak to the parents to explain the counseling services available to them. Returning schools may request a parent meeting, if so desired.

5. A presentation to the faculty early in the school year to explain the counseling services.

Initials: _____

6. District will provide Outreach Concern access to the Aeries System to be used to identify current academic standings throughout the year as well as to identify pertinent data needed to support counseling activity.

7. In the event that the Board and Cabinet of the Fountain Valley School District determines counseling needs at schools require fewer days than are currently being contracted for, services may be shifted to another site, depending upon need. Outreach Concern would require a 30-day notice of any changes in service location to make an appropriate transition.

IV. Terms of Payment

Pupil personnel services to the **Fountain Valley School District** for the following schools: **Cox, Oka, Plavan, Courreges, Gisler, Tamura and Newland.** For such services, **Fountain Valley School District** shall pay a stipend of **\$110,000** to Outreach Concern for counseling services for the District Schools for the **2019-2020 school year.**

Payment shall be paid under the following terms:

Payment Shall be paid in 10 monthly installments totaling \$110,000 throughout the 2019-2020 school year. Invoices will be submitted directly to the Fountain Valley School District for 10 monthly payments of \$11,000 expected by the 15th of the month.


V. Acceptance of Terms

Signature of the contract by an authorized representative of the School shall constitute acceptance of this contract and its terms.

District Representative

District

Date



Executive Director
Outreach Concern, Inc., a CA nonprofit
public benefit corporation

Date 06-05-19

Initials: _____



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF SINGLE YEAR WITH ANNUAL
RENEWAL CONTRACT BETWEEN FOUNTAIN VALLEY
SCHOOL DISTRICT AND MIND RESEARCH INSTITUTE TO
PROVIDE ST MATH TO THE DISTRICT'S EIGHT SCHOOLS**
DATE: June 10, 2019

Background:

ST Math continues to be active at eight school sites within the District. Initial funding and set up for the first seven sites was covered by a series of grants received from Hyundai over a number of years. The final site, Tamura, was mainly funded using supplemental monies as outlined in the 2014-2015 LCAP. Ongoing license fees vary by site and are based on the number of student users. Prior to 2014-2015, license fees were paid for by the school sites using either Title 1 funds or donations. Beginning in 2014-2015, approximately \$10,000 of supplemental funding was used to pay one-half of the annual renewal fees at five sites.

All schools will continue to have a July 1st annual service/renewal date, with the District paying one-half of the fees at the elementary sites and the elementary school sites paying the other half, using either site Title 1 instructional or donation funds. Masuda Middle School will continue to pay their license fee in full.

Fiscal Impact:

For the 2019/2020 school year, the District will continue to cover one-half of the cost of the licensing fees for the seven elementary schools, with funds allocated in the District's Local Control Accountability Plan to support student success.

Recommendation:

It is recommended that the Board of Trustees approves the contract between Fountain Valley School District and Mind Research Institute to continue providing ST Math to the District's eight schools during the 2019/2020 school year.



Quote

111 Academy Drive, Suite 100
Irvine, CA 92617
949-345-8700
866-569-7014
www.mindresearch.org

Page 1 of 2
Date 2/12/2019
Quote # 1435695
Expires 7/31/2019
Renewal Rep Arya Kumar
Email akumar@mindresearch.org
Phone 949-345-8709

Bill To
ACCOUNTS PAYABLE
FOUNTAIN VALLEY SCHOOL DIST
10055 SLATER AVE
FOUNTAIN VLY CA 92708

Ship To
ACCOUNTS PAYABLE
FOUNTAIN VALLEY SCHOOL DIST
10055 SLATER AVE
FOUNTAIN VLY CA 92708

Qty	Item	Rate	Amount
4	Annual Service/Renewal Fee - \$4,000 7/1/2019 - 6/30/2020 ST Math Annual Service/Renewal Fee for the following schools: -Newland Elementary -Urbain Plavan Elementary -Gisler Elementary -Oka Elementary Includes: • Renewal of ST Math Gen5 Software License • Ongoing Minor Software Updates • Self-Guided Online Courses (Asynchronous via Web Browser) • Just-in-Time Live Webinars (Instructor-Lead via WebEx) • Technical Support during Standard Business Hours via Email or Phone • Weekly School Progress Reports Delivered via Email	\$4,000.00	\$16,000.00
3	Annual Service/Renewal Fee - \$5,000 7/1/2019 - 6/30/2020 ST Math Annual Service/Renewal Fee for the following schools: -Courreges Elementary -Hisamatsu Tamura Elementary -Cox Elementary Includes: • Renewal of ST Math Gen5 Software License • Ongoing Minor Software Updates • Self-Guided Online Courses (Asynchronous via Web Browser) • Just-in-Time Live Webinars (Instructor-Lead via WebEx) • Technical Support during Standard Business Hours via Email or Phone • Weekly School Progress Reports Delivered via Email	\$5,000.00	\$15,000.00
1	Annual Service/Renewal - Fluency Site 7/1/2019 - 6/30/2020 License Renewal - Unlimited Fluency at ST Math School Renewal - Unlimited Fluency at ST Math School for Cox Elementary	\$200.00	\$200.00
415	ANNUAL SERVICE/RENEWAL FLUENCY 7/1/2019 - 6/30/2020 STUDENT LICENSE	\$2.25	\$933.75

Please submit purchase orders:
By email: purchaseorders@mindresearch.org
By Fax: 1-866-569-7014
You can view our technical requirements [here](http://www.mindresearch.org/misc/terms/).
Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measures to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>.



Quote

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Irvine, CA 92617
949-345-8700
866-569-7014
www.mindresearch.org

Page 2 of 2

Date 2/12/2019
Quote # 1435695
Expires 7/31/2019
Renewal Rep Arya Kumar
Email akumar@mindresearch.org
Phone 949-345-8709

Qty	Item	Rate	Amount
	Annual Service & Renewal of ST Math: Fluency Student License for Urbain Plavan Elementary		
	Must be bundled with New ST Math: K6 and/or ST Math: Middle School Supplement Student License.		
60	LRC001 Renewal ST Math Single Student Subscription License 7/1/2019 - 6/30/2020 ST Math Annual Service/Renewal Fee for Masua Middle School	\$26.00	\$1,560.00
	Includes: <ul style="list-style-type: none">• Renewal of ST Math Gen5 Single Student Annual Software License for Indicated # of Students• Ongoing Minor Software Updates• Self-Guided Online Courses (Asynchronous via Web Browser)• Just-in-Time Live Webinars (Instructor-Lead via WebEx)• Technical Support during Standard Business Hours via Email or Phone• Weekly School Progress Reports Delivered via Email		
Subtotal			\$33,693.75
Tax Total (%)			\$0.00
Total			\$33,693.75

Please submit purchase orders:
By email: purchaseorders@mindresearch.org
By Fax: 1-866-569-7014
You can view our technical requirements [here](#).
Thank you for being an ST Math partner!

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Board Meeting of June 13, 2019

SO 2018-19/B19-46
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D.
SUBJECT: **Retainer Agreement for Legal Services in 2019-20 School Year with
the Harbottle Law Group**
DATE: June 7, 2019

Background:

The Harbottle Law Group (HLG) will be retained to advise Fountain Valley School District and perform legal services for the District and such other and further matters as the District and HLG from time to time agree upon.

Recommendation:

It is recommended that the Board of Trustees approve the retainer agreement for legal services in 2019-20 with the Harbottle Law Group.

/rl

**RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND FOUNTAIN
VALLEY SCHOOL DISTRICT**

FISCAL YEAR, JULY 1, 2019-JUNE 30, 2020

This attorney retainer agreement ("Agreement") is entered into by and between Harbottle Law Group ("HLG") on one hand, and Fountain Valley School District ("Client") on the other, for the fiscal year beginning on July 1, 2019 and extending through June 30, 2020.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices, and Personnel.

HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that HLG Director, S. Daniel Harbottle, will be principally involved in performing the legal services under this Agreement; however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. The services to be performed by HLG hereunder shall be provided at a rate not to exceed Two-Hundred Twenty Dollars (\$220.00) per hour for Senior Counsel, and Two-Hundred Ten Dollars (\$210.00) per hour for all other HLG attorneys. The District also utilizes the services of paralegals and other legal support staff whose rates shall not exceed One-Hundred Ten Dollars (\$110.00) per hour.

4. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed.

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect, and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this Agreement or to resolve a dispute under this Agreement, the prevailing

party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: May 30, 2019

Harbottle Law Group

By: _____
S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them.

Dated: _____, 2019

Fountain Valley School District

By: _____
Dr. Mark Johnson, Superintendent



Fountain Valley School District
Educational Services
Child Care Programs Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Mona Green, Director
SUBJECT: **RESOLUTION 2019-18: APPROVAL OF LOCAL AGREEMENT
FOR CHILD DEVELOPMENT SERVICES CONTRACT NUMBER
CSPP-9344 AND AUTHORIZING SIGNATURE**
DATE: June 10, 2019

Background:

California Department of Education requires a resolution to approve the contract between our two agencies. Attached is the resolution to be signed as well as a copy of the contract with ammendment.

Fiscal Impact:

The CDE has awarded the Fountain Valley School District California State Preschool Program a contract for \$497,470 for the 2019/2020 schol year.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2019-18 approving Local Agreement for Child Development Services Contract Number CSPP-9344 with the California Department of Education for the 2019-20 school year and authorizing Mona Green to sign on the Board's behalf.

Fountain Valley School District
Childcare and Development Services
CA State Preschool Program

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-20.**

RESOLUTION 2019-18

BE IT RESOLVED THAT the Governing Board of the Fountain Valley School District authorizes entering into the local agreement number contract CSPP-9344 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Mastaneh (Mona) Green	Director, Child Care Program	

PASSED AND ADOPTED THIS 13th day of June, 2019, by the governing Board of the Fountain Valley School District of Orange County, California.

I, Sandra Crandall, Clerk of the Governing Board of the Fountain Valley School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting therefore held at a regular public place of meeting and the resolution is on file in the office of said Board.

Board Clerk

Date

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2019**CONTRACT NUMBER:** CSPP-9344**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 30-6649-00-9**CONTRACTOR'S NAME:** FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$48.28 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$497,470.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 10,304.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 497,470	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6649				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 497,470	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE			