



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

10055 Slater Avenue  
Fountain Valley, CA 92708  
And Teleconference via Zoom

**March 24, 2022**

Meeting Link: [https://us02web.zoom.us/webinar/register/WN\\_vNVfxX05RpyMsIXcQcYjNQ](https://us02web.zoom.us/webinar/register/WN_vNVfxX05RpyMsIXcQcYjNQ)

- CALL TO ORDER: 6:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

- PLEDGE OF ALLEGIANCE

**SPECIAL PRESENTATIONS**

**1. INTRODUCTION OF SUPERINTENDENT DR. KATHERINE STOPP**

After an extensive executive search process, the Board of Trustees is pleased to have selected Dr. Katherine Stopp to serve as the next superintendent of the Fountain Valley School District. The Board of Trustees will join staff in congratulating Dr. Stopp on her appointment, pending Board approval this evening.

- RECESS

**2. RECOGNITION OF FULTON MIDDLE SCHOOL STUDENTS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from Fulton Middle School.

- RECESS

**3. RECOGNITION OF MASUDA MIDDLE SCHOOL STUDENTS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from Masuda Middle School.

*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.*

- RECESS

**4. RECOGNITION OF TALBERT MIDDLE SCHOOL STUDENTS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from Talbert Middle School.

- RECESS

**STAFF REPORTS AND PRESENTATIONS**

**5. SCHOOL PLAY STRUCTURE PRESENTATION**

Assistant Superintendent, Business, Christine Fullerton and Director, Maintenance, Operations and Facilities, Joe Hastie will present and review with the Board of Trustees information regarding the replacement of playground equipment at the District’s seven elementary school campuses.

**BOARD REPORTS AND COMMUNICATIONS**

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

**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. 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 in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.*

**In order to address the Board of Trustees, please comply with the procedures listed on the goldenrod form, *For Persons Wishing to Address the Board of Trustees* and give the form to the Executive Assistant.**

**\*\*\* 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. APPROVAL OF CONTRACT FOR DISTRICT SUPERINTENDENT**

M \_\_\_\_\_  
 2<sup>nd</sup> \_\_\_\_\_  
 V \_\_\_\_\_

After an extensive executive search process which included numerous input sessions from stakeholders across the district, the Board of Trustees has selected Katherine Stopp, Ed.D. to the position of Superintendent of the Fountain Valley

School District, effective April 1, 2022. The Board of Trustees looks forward to the continued success of our district under her leadership.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the employment contract of Katherine Stopp, Ed.D. for the position of district superintendent, effective April 1, 2022.

**7. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
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**

- 7-A. Board Meeting Minutes from March 5<sup>th</sup> special meeting
- 7-B. Board Meeting Minutes from March 10<sup>th</sup> regular meeting
- 7-C. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 7-D. Donations
- 7-E. Warrants

**Consent Items**

**7-F. ADOPT RESOLUTION #2022-14 APPROVAL OF COMMITTED FUND BALANCE – GENERAL FUND**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution #2022-14 Approval of Committed Fund Balance – General Fund.

**7-G. APPROVE THE USE OF CMAS NO. 4-15-78-0013E FOR THE PURCHASE OF PLAYGROUND EQUIPMENT**

Superintendent's Comments: It is recommended that the Board of Trustees approves the District's use of the 2017 -2022 CMAS contract No. 4-15-78-0013E and any extensions to purchase play equipment from Dave Bang Associates, Inc. to meet the needs of the District.

**7-H. APPROVE THE USE OF CMAS NO. 4-20-78-0089C FOR THE PURCHASE OF FLOORING MATERIALS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the District's use of the 2020-2025 CMAS contract No. 4-20-78-0089C and any

extensions to purchase flooring materials from KYA Services, LLC to meet the needs of the District.

#### **7-I. APPROVAL OF AGREEMENT WITH AIR TUTORS, INC.**

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with Air Tutors, Inc. for the 2021-22 school year.

#### **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**

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.
- **Threat to Public Safety or Facilities:** *Government Code 54956.5*
- **Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services:** *Government Code 54956.5*
- **Public Employee Employment:** *Government Code 54957.1*  
Title: Superintendent

- **REPORT OUT OF CLOSED SESSION**

The Board President will report out on action taken, if any.

- **APPROVAL TO ADJOURN**

**The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, April 21, 2022 at 6:30PM.**

*A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.us). 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 luccheser@fvsd.us or calling 714.843.3255 during normal business hours.*



*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 [luccheser@fvsd.us](mailto:luccheser@fvsd.us) or calling 714.843.3255.*

Board meeting of March 24, 2022



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Charles Hinman, Ed.D., Interim Superintendent  
SUBJECT: **INTRODUCTION OF SUPERINTENDENT DR. KATHERINE STOPP**  
DATE: March 24, 2022

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**Background:**

After an extensive executive search process, the Board of Trustees is pleased to have selected Dr. Katherine Stopp to serve as the next superintendent of the Fountain Valley School District. The Board of Trustees will join staff in congratulating Dr. Stopp on her appointment, pending Board approval this evening.



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Katherine Stopp, Ed.D., Assistant Superintendent, Educational Services  
SUBJECT: **STUDENT RECOGNITION PROGRAM: FULTON**  
DATE: March 24, 2022

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**Background:**

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on March 24, 2022, the following students from Fulton Middle School will be recognized:

**Fulton Middle School**

Sixth Grade	Kaylie Nguyen
Sixth Grade	Nicole Yee
Seventh Grade	Kacie Lam
Seventh Grade	Samuel Middlebrooks
Eighth Grade	Thien Bao Bui
Eighth Grade	Katelyn Tran



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Katherine Stopp, Ed.D., Assistant Superintendent, Educational Services  
SUBJECT: **STUDENT RECOGNITION PROGRAM: MASUDA**  
DATE: March 24, 2022

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**Background:**

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on March 24, 2022, the following students from Masuda Middle School will be recognized:

**Masuda Middle School**

Sixth Grade	Mackenzie Leroux
Sixth Grade	Gavin Franklin
Seventh Grade	Mai-Lan Vu
Seventh Grade	Kyle Vu
Eighth Grade	Junir Masoud
Eighth Grade	Addison Phan



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Katherine Stopp, Ed.D., Assistant Superintendent, Educational Services  
SUBJECT: **STUDENT RECOGNITION PROGRAM: TALBERT**  
DATE: March 24, 2022

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**Background:**

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on March 24, 2022, the following students from Talbert School will be recognized:

**Talbert Middle School**

Sixth Grade	Cooper Lucier
Sixth Grade	Ilona Lilien
Seventh Grade	Brendan Bingman
Seventh Grade	Madison Phan
Eighth Grade	Brian Rakhshani
Eighth Grade	Rebecca Blake



SO: 2018-19/B19-16  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Joe Hastie, Director, Maintenance & Operations  
SUBJECT: **SCHOOL PLAY STRUCTURE PRESENTATION**  
DATE: March 21, 2022

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**Background:**

Assistant Superintendent, Business, Christine Fullerton and Director, Maintenance, Operations and Facilities, Joe Hastie will present and review with the Board of Trustees information regarding the replacement of playground equipment at the District's seven elementary school campuses.

Board meeting of March 24, 2022

Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Charles Hinman, Ed.D., Interim Superintendent  
SUBJECT: **Approval of Contract for District Superintendent**  
DATE: March 14, 2022

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**Background:**

After an extensive executive search process which included numerous input sessions from stakeholders across the district, the Board of Trustees has selected Katherine Stopp, Ed.D. to the position of Superintendent of the Fountain Valley School District, effective April 1, 2022. The Board of Trustees looks forward to the continued success of our district under her leadership.

**Recommendation:**

It is recommended that the Board of Trustees approves the employment contract of Katherine Stopp, Ed.D. for the position of district superintendent, effective April 1, 2022.

**CONTRACT  
FOR EMPLOYMENT OF SUPERINTENDENT  
BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT  
AND DR. KATHERINE STOPP**

This agreement is entered into the 24th day of March, 2022, by and between the Board of Trustees (“Board”) of the Fountain Valley Unified School District (“District”) and Dr. Katherine Stopp (“Superintendent” or “Dr. Stopp”).

**WHEREAS**, the Board desires to employ Dr. Stopp as Superintendent and Dr. Stopp agrees to serve as Superintendent pursuant to this written employment agreement.

**NOW, THEREFORE**, it is agreed as follows:

**1. Superintendent, Chief Executive Officer and Secretary:**

Dr. Stopp is employed as the District’s Superintendent, Chief Executive Officer, and Secretary to the Board.

**2. General Terms and Conditions of Employment:**

This agreement is subject to all applicable laws of the State of California and the rules and regulations of the California Board of Education and the District.

**3. Powers and Duties:**

The Superintendent agrees to perform at the highest professional level of competence the services, duties and obligations required by this agreement.

In accordance with Board policy and State law, the Superintendent shall organize, reorganize, and arrange the administrative and supervisory staff in a manner which, in her judgment, best serves the District. The Superintendent shall be responsible for the selection, placement, and transfer of all personnel in accordance with state law, District policy, and employee contracts. Changes in employment status shall be effected only with the recommendations of the Superintendent and the approval of the Board.

Annually, the Board shall provide the Superintendent with the opportunity to review Board-Superintendent relationships and establish District priorities and objectives for the following year. The Board shall delineate, in writing, areas of concentration for the Superintendent for the upcoming school year.

**4. Professional and Organizational Dues and Meeting Attendance:**



The Superintendent shall endeavor to maintain and improve her professional competence by all available means including subscriptions to and reading of appropriate periodicals, and membership in professional organizations. The Board shall pay the cost of the Superintendent's membership in the Association of California School Administrators, and the cost of membership in one national and one local organization of the Superintendent's choice. Local organization payments shall not include membership "fines," donations, or other fundraising activities. Additionally, the Board shall pay the costs of Superintendent's attendance at selected professional meetings. Within budgeted amounts, actual and necessary expenses of such conferences are at District expense. The Superintendent shall notify the Board in advance of her attendance at out of state meetings and shall periodically report to the Board on the meetings.

#### **5. Term of Employment:**

The District agrees to employ Dr. Stopp, who agrees to continue serving as Superintendent from April 1, 2022 and ending on June 30, 2025. The Board reserves the right to annually extend this agreement with the consent of the Superintendent. The term of this agreement shall automatically be extended by one (1) year without the necessity of further Board action upon the Board's vote issuing a satisfactory or better annual performance evaluation to the Superintendent.

#### **6. Salary:**

The annual base salary paid to the Superintendent for 2021-22 and through June 30, 2022, inclusive of longevity and doctoral stipends, shall be Two Hundred Seventy Thousand Dollars (\$270,000). Salary shall be paid in 12 equal monthly installments and shall be prorated for service of less than a full year. The Superintendent shall not be eligible for any other salary increases for the 2021-22 school year, whether to her prior salary as an Assistant Superintendent, or as Superintendent, even if other certificated employees receive salary increases. Beginning July 1, 2022, the Superintendent's salary shall be adjusted to reflect salary increases given to other certificated employees of the District as approved by the Board. In each school year under this Agreement, the Superintendent shall receive longevity compensation, and a doctoral stipend, as provided by Management Policies.

Pursuant to Education Code section 22119.2(d)(5), Superintendent may reduce her salary by an amount up to the maximum allowed by law via contribution to an IRS defined contribution plan.

The Board reserves the right to modify the Superintendent's annual salary, with the consent of the Superintendent. Doing so shall not create a new contract or extension of the existing contract.

#### **7.. Expense Payments and Reimbursement:**

The Board shall pay the consultation expenses of the Superintendent for a professional mentor on the responsibilities of the Superintendency up to an amount not to exceed Five Thousand Dollars (\$5,000.00) in her first year of employment with the District. The parties may mutually agree by supplemental writing and Board action to extend or expand this.

The District shall provide the Superintendent with a monthly stipend in the amount of Three Hundred Dollars (\$300.00) to defray the expense of her use of a personal vehicle on District business. In instances when the Superintendent, as a result of District business, drives outside of Los Angeles or Orange Counties, such out-of-county mileage shall be reimbursed to the Superintendent at the rate provided in Board Policy upon presentation of Superintendent's claims. The Superintendent need not submit receipts or proof of miles driven to receive this allowance. The parties recognize that a mileage allowance is not considered creditable compensation by the California State Teachers' Retirement System.

#### **8. Fringe Benefits:**

##### **(a) Health and Welfare**

The District shall provide the Superintendent the fringe benefit program made available to other full-time District management employees. An Executive Health Screening shall be offered to the Superintendent annually at District expense. The physician shall not render a medical report to the District, but shall certify in writing to the Board whether Superintendent is fit to perform the duties of her position.

##### **(b) Sick Leave**

The Superintendent shall be entitled to one (1) paid sick leave day for each month of service. The Superintendent shall be entitled to extended illness leave as provided by law. Unused sick leave shall accrue as provided by law.

#### **9. Professional Schedule and Vacation:**

The Superintendent shall annually be required to render twelve (12) months of full and regular service; provided, however, that the Superintendent shall be entitled to twenty-four (24) work days of annual vacation with pay, exclusive of holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board for twelve-month management employees of the District. The Superintendent may request compensation for up to a maximum of 10 unused vacation days a year, effective April 1, 2022. For the 2021-22 school year, the Superintendent's vacation balance effective March 31, 2022 shall be carried over as her beginning vacation balance as Superintendent.

In the event of termination of this contract, the Superintendent shall be entitled to compensation or unused vacation at the salary rate effective at the time of the termination.

In no case shall more than forty-eight (48) days of unused vacation be paid at the expiration or termination of this contract.

**10. Outside Professional Activities:**

The Superintendent shall devote her time, attention and energy to the business of the District. With prior Board approval, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which may be performed for consideration provided they do not interfere with the Superintendent's performance of her duties under this agreement. Such days shall be charged to vacation days. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

**11. Evaluation:**

The Board shall evaluate and meet with the Superintendent at least annually to review her performance and working relationships between the Superintendent and the Board. This evaluation shall be based on the position description, execution of District policies, and mutually agreed upon goals and objectives.

Yearly, upon a satisfactory evaluation, the Board President or his/her designee will write a letter of recommendation for the Superintendent.

The lack of an annual evaluation in any year of this agreement shall not affect the employment relationship, the Board's authority to adjust compensation, or the ability of the parties to terminate this agreement pursuant to paragraph 12.

**12. Changes in or Termination of Contract:**

- (a) This agreement may be amended or terminated by mutual consent of the parties. The party seeking change or termination shall give not less than forty-five (45) days' written notice to the other party.
- (b) Should the Superintendent become a final candidate for other employment, she shall immediately notify the Board. Failure to notify the Board within one business day of the Superintendent learning of such candidacy shall constitute a material breach of this agreement.
- (c) This agreement may be terminated by the Board for cause not limited to material breach of contract, for any of the grounds enumerated in Education Code section 44932, or for the failure by the Superintendent to perform any of the duties and responsibilities set forth in the position description of the Superintendent. In such event, and notwithstanding the procedural provisions of Education Code sections 44932 et seq., the Superintendent shall receive a written statement of charges setting forth the basis for this termination and be provided an opportunity to respond to the Board in closed session. The

Superintendent shall have the right, at her own expense, to have a representative of her choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

- (d) The Board shall have the power notwithstanding any other term or provision of this agreement, to vote to terminate the employment of the Superintendent prior to the expiration of this agreement, without the necessity of specifying cause. In the event of such termination, the District shall pay to the Superintendent, in accordance with Government Code section 53260, the equivalent of twelve (12) months base salary or the equivalent of salary due for the remainder of this agreement, whichever is less. The District shall also provide health benefits for the same number of months that is represented by the payment to the Superintendent, or until the Superintendent finds other employment that provides health benefits, whichever occurs first. Should the Board exercise this option, such payment shall fully compensate her for all salary and benefits that would otherwise be due to her.
- (e) Notwithstanding any other provision of this agreement or the policies and regulations of the Board, the Board may elect not to renew this agreement and/or not to reemploy the Superintendent upon expiration of this agreement pursuant to Education Code section 35031. In such event, the Board shall provide the Superintendent with 45 days' written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this agreement. The Superintendent shall provide the Board with written notice of the provisions of this subparagraph at least 90 calendar days in advance of the expiration of this agreement. The Superintendent's failure to provide such written notice shall constitute a material breach of this agreement.

### **13. Professional Liability**

The Board shall defend and indemnify the Superintendent from demands, claims, actions, and lawsuits alleging acts or omissions within the scope of her employment in accordance with the requirements of the Tort Claims Act in the California Government Code. This provision shall not apply to any dispute arising under the provisions of this Agreement, to any act or omission by the Superintendent outside the course and scope of her employment, to any criminal act, or to any act or omission committed by the Superintendent with oppression, fraud, or malice. Nothing herein shall be construed to prohibit the District from accepting the defense of any matter under a reservation of rights as permitted by Government Code section 825.

### **14. Statement Required by Government Code Section 53243.2:**

If this Contract is terminated, any cash settlement related to the termination shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of the office or position.

**15. Action in Open Regular Meeting:**

Consistent with the requirements of the State's Open Meeting Law, this contract shall be acted on in the open session of a regular meeting of the Governing Board.

**16. Severability:**

If any provision of this agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this agreement shall continue in full force and effect.

17. This agreement supersedes and replaces all prior agreements between the parties.

**March 24, 2022**

**BOARD OF TRUSTEES  
FOUNTAIN VALLEY SCHOOL DISTRICT**

\_\_\_\_\_  
Lisa Schultz, President

\_\_\_\_\_  
Jim Cunneen, President Pro Tem

\_\_\_\_\_  
Jeanne Galindo, Clerk

\_\_\_\_\_  
Steve Schultz, Member

\_\_\_\_\_  
Sandra Crandall, Member

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to fulfill faithfully all of the duties of employment of Superintendent of the Fountain Valley School District.

Dated: **March 24, 2022**

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Katherine Stopp, Ed.D.

APPROVED AS TO FORM:  
Atkinson, Andelson, Loya, Ruud & Romo

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Anthony P. De Marco

Fountain Valley School District  
Superintendent's Office

**SPECIAL MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**March 5, 2022**

**MINUTES**

President Schultz called the special meeting of the Board of Trustees to order at 8:07am.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

**Motion:** Mrs. Crandall moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

The Pledge of Allegiance was led by Mr. Schultz

PLEDGE OF ALLEGIANCE

**PUBLIC COMMENTS**

There was one request to address the Board of Trustees. The FVEA President addressed the Board regarding the superintendent search.

PUBLIC COMMENTS

**CLOSED SESSION**

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

CLOSED SESSION

- Public Employee Employment: *Government Code 54957.1*  
Title: Superintendent

**ADJOURNMENT**

**Motion:** Mrs. Galindo moved to adjourn the meeting at 6:20PM.

**Second:** Mr. Schultz

**Vote:** 5-0

/rl



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

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708  
And Videoconference via Zoom  
Meeting Link: [https://us02web.zoom.us/webinar/register/WN\\_o-hmYA04RZ-urJ5Y3yhqPw](https://us02web.zoom.us/webinar/register/WN_o-hmYA04RZ-urJ5Y3yhqPw)

**March 10, 2022**

**MINUTES**

President Schultz called the special meeting of the Board of Trustees to order at 6:30pm. CALL TO ORDER

The following board members were present: ROLL CALL

Lisa Schultz	President
Jim Cunneen	President Pro Tem
Steve Schultz	Member
Sandra Crandall	Member

Absent:  
Jeanne Galindo      Clerk

**Motion:**      Mr. Schultz moved to approve the meeting agenda. AGENDA APPROVAL

Second:      Mr. Cunneen

Vote:      4-0 (Absent: Galindo)

The Pledge of Allegiance was led by Mrs. Crandall PLEDGE OF ALLEGIANCE

**SPECIAL PRESENTATIONS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. RECOGNITION OF OKA ELEMENTARY SCHOOL STUDENTS  
The Board recognized eight outstanding students from Oka Elementary School: From Oka School, the Board honored Lyndie Fisher (TK), Ava Moss (K), Brentley Nguyen (K), Abigail Ellis (1st), Emma Huntoon (2nd), Timothy Issac (3rd), Malia Mesa (4th), and Jamie Albarran (5th). The Board was joined by the Oka staff and students' families in celebrating the outstanding accomplishments of these students.

Following the recognition, the Board took a brief recess. RECESS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized nine outstanding students from Tamura Elementary School: Amara Orah (EEK), Andrea Valladolid (TK), Preston Tran (K), Isaiah Vega (1st), Mya Meza (2nd), Travis Robles (2nd), Khoa Nam Phan (3rd), Aimari Xa (4th), Holly Ivemeyer (5th). The Board was joined by the Tamura staff and students’ families in celebrating the outstanding accomplishments of these students.

RECOGNITION OF  
TAMURA  
ELEMENTARY  
SCHOOL STUDENTS

Following the recognition, the Board took a brief recess.

RECESS

**STAFF REPORTS AND PRESENTATIONS**

Assistant Superintendent, Business, Chris Fullerton and Director, Fiscal Services, Isidro Guerra presented and reviewed with the Board of Trustees the Second Interim Report for the Fountain Valley School District. To begin, Mrs. Fullerton shared an overview of the State economy. In addition, she reviewed the Governor’s 2022-23 proposed budget. Following this, Mr. Guerra reviewed second interim assumptions including average daily attendance, unduplicated pupil count and budget variances. In addition, Mr. Guerra shared an overview of General Fund revenues and revenue sources as well as a snapshot of General Fund expenditures and expenditure sources. Moreover, Mr. Guerra reviewed the multi-year projections including assumptions considered during development. In closing, Mrs. Fullerton shared the continued uncertainty as we look ahead, including enrollment, whether economic challenges will persist, and COVID. In summary, she shared that based on current projections, second interim reflects a positive certification. She shared next steps including the Governor’s May revise, estimated actuals and the 2022-23 proposed budget in June.

SECOND INTERIM  
REPORT  
PRESENTATION  
(WRITTEN AND  
ORAL)

**BOARD REPORTS AND COMMUNICATIONS**

Mr. Schultz watched the professional development led by Dr. Stopp last week. He commended her for her efforts regarding writing curriculum. In addition, he attended the “Loving Yourself” seminar presented by Mimi Cunneen and a student leadership seminar. In addition, he met with a group of parents regarding eliminating homework. He thanked those that helped him regarding his recent move including Mrs. Crandall, Dr. Johnson and Susan Saurastri, and those that helped with a social media campaign to thank our custodians and classified staff. He

continues his campaign to write to our elected officials and noted his appreciation to Dr. Dennis Smith and Leadership Associates for their work on our superintendent search.

Mr. Cunneen’s activities since the last meeting included: FV Rotary Club Most Improved Student honoring Fulton student, Riker Bell, visit to Cox School, and City of FV Planning Commission meeting regarding zoning code expansion on new development for mixed use commercial and residential.

Mrs. Crandall thanked our wonderful teachers who are sharing their wisdom with student teachers. Her activities since the last meeting included: FV Rotary MIS, tours of Gisler, Plavan and Cox, professional development day 4 including visual number talks, reading conferences and writing frames sessions, surprise announcement of District TOTY Jill Summerhays at Plavan, volleyball tournament at Fulton, SPC meeting, FVSF meeting, and FV Mayor’s Breakfast. In addition, she shared an update regarding the superintendent search.

Mrs. Schultz noted enjoying the recent work of the Board related to the Superintendent search. She thanked Mrs. Crandall for her work as liaison to the Board. In addition, she thanked Leadership Associates for their work. She was happy to hear the update and progress of construction at Talbert, Tamura and Oka. She thanked her fellow trustees for their service this month.

**PUBLIC COMMENTS**

There were requests to address the Board of Trustees.

**PUBLIC COMMENTS**

**LEGISLATIVE SESSION**

Motion: Mr. Cunneen moved to approve the 2021-22 Second Interim Report.

APPROVAL OF  
2021-22 SECOND  
INTERIM REPORT

Second: Mrs. Crandall

Vote: 4-0 (Absent: Galindo)

Motion: Mrs. Crandall moved to adopt Resolution 2022-13: Reduction or Discontinuance of Classified Service.

RESOLUTION 2022-  
13: REDUCTION  
OR  
DISCONTINUANCE  
OF CLASSIFIED  
SERVICE

Second: Mr. Cunneen

Vote: 3-1 (Opposed: Mr. Schultz/Absent: Galindo)

- Motion: Mrs. Crandall moved to approve the CSBA Delegate Assembly nominees as discussed. 2022 CSBA DELEGATE ASSEMBLY ELECTION – REGION 15
- Second: Mr. Cunneen
- Vote: 4-0 (Absent: Galindo)
- Motion: Mr. Schultz moved to approve the Consent Calendar with amendment to Item 7-I noting the location correction to Tamura School. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS
- Second: Mr. Cunneen
- Vote: 4-0 (Absent: Galindo)

The Consent Calendar included:

- Board Meeting Minutes from February 3<sup>rd</sup> special meeting
- Board Meeting Minutes from February 10<sup>th</sup> regular meeting
- Board Meeting Minutes from February 26<sup>th</sup> special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Transfers and Adjustments
- Intervention Summer School
- Approval of the 2022 Special Education Extended School Year Program
- California Healthy Kids Survey
- Approval of Contract Between Fountain Valley School District and Orange County Department of Education to Provide Training for Teachers on Special Assignment and Site Lead Teachers
- Accept and Award RFO # 14 To Ams.Net In the Amount Of \$507,228.07 To Supply Wireless Access Points Districtwide
- Non-Public Agency Contracts

Non-public School/Agency	100% Contract Cost	Effective Dates
Olive Crest Academy	\$23,235.94	2/8/22-6/30/22
Rossier Park School	\$24,594.34	1/24/22-6/30/22

**SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS**

Dr. Hinman Noted upon being hired, his first request to review the budget of the District, noting the health of the District that this indicates. He commended Mrs.

Fullerton and Mr. Guerra for their work. In addition, he thanked the teachers here today for allowing him to visit their classrooms and the work that they do every day on behalf of our students.

**CLOSED SESSION**

Mrs. Schultz announced that the Board would retire into Closed Session. Action was 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.
- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*
- Public Employee Employment: *Government Code 54957.1*  
Title: Superintendent

Mrs. Galindo joined the Closed Session meeting at 9:05PM.

**READOUT**

Mrs. Schultz made the following announcement of action taken in Closed Session:

**CLOSED SESSION  
READOUT**

“In closed session, the Board of Trustees took action authorizing the Superintendent of designee by a vote of 5 to 0 to notice 27.30

FTE certificated employees on Temporary contracts of release from District employment at the conclusion of the current 2021-2022 school year pursuant to Education Code sections 44954(b). Temporary Employee EID: 2267, 4623, 4206, 3753, 4494, 4622, 4459, 4616, 3584, 4375, 4351, 3552, 0779, 4617, 4712, 4674, 4120, 4256, 4316, 4648, 4433, 4627, 4641, 4395, 4713, 4121, 4117, 4619, 4565, 4668 and 4584.”

**ADJOURNMENT**

**Motion:** Mrs. Crandall moved to adjourn the meeting at 11:37PM.

**Second:** Mr. Cunneen

**Vote:** 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**March 24, 2022**

**1.0 EMPLOYMENT FUNCTIONS:**

1.1 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>
1.1.1	Riscalla, Lindsey	5 <sup>th</sup> Grade	Courreges	Maternity	5/16/2022
1.1.2	Trimm, Amy	English-History	Talbert	Family Illness	3/14/2022

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
March 24, 2022**

**2.0 EMPLOYMENT FUNCTIONS**

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVE OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.1.1	Williams, Jayne	Plavan	Instructional Assistant & Noon Duty Aide	Sick Leave	03/08/2022

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Willhite, Angela	District Office	Substitute Services Technician	03/04/2022
2.2.2	Salz, Riley	District Office	Substitute Services Technician	03/09/2022

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING ASSIGNMENTS OF CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Martinez, Talmai	Talbert	Health Assistant	02/28/2022
2.3.2	Santana, Bridgette	Talbert	Noon Duty Aide	02/28/2022
2.3.3	Smith, Jennifer	Newland	Speech Language Pathology Assistant	03/07/2022
2.3.4	Carlego, Norma	Masuda (Rover)	IA Moderate-Severe	03/21/2022

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.4.1	Williams, June	Cox	ESP Coordinator	06/23/2022
2.4.2	Armijo, Desiree	Plavan	IA Moderate/Severe	06/23/2022



FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATIONS

**BOARD APPROVAL DATE: 3/24/2022**

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
TALBERT			
	Talbert STEAM Students	\$1,132.00	STEAM Field trip to Bowers Museum

**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING MARCH 24, 2022**

To: Christine Fullerton  
From: Thuong Nguyen  
Subject: Warrant Listing and ACH Payments  
Warrant Numbers: 94177 - 94360  
Dates: 3/2/2022 - 3/16/2022

Fund 01	General Fund	296,169.19
Fund 12	Child Development	8,243.30
Fund 13	Cafeteria	123,331.72
Fund 14	Deferred Maintenance	-
Fund 22	GOB 2016 Election	-
Fund 23	GOB 2016 Election	10,958.72
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	123,776.80
Fund 68	Worker Comp	78,762.49
Fund 69	Insurance	54,849.32
<b>TOTAL</b>		<b>\$ 696,091.54</b>



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  
Isidro Guerra, Director, Fiscal Services  
**SUBJECT:** **ADOPT RESOLUTION #2022-14 APPROVAL OF COMMITTED FUND  
BALANCE – GENERAL FUND**  
**DATE:** March 16, 2022

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**Background:**

The Board has the authority to commit, assign, or evaluate existing fund balance classifications and identify intended uses of committed or assigned funds. A committed fund balance reflects one-time dollar amounts subject to internal constraints self-imposed by the Board. Once the committed fund balance constraints are imposed, it requires the constraints be removed by the Board prior to redirecting funds.

**Fiscal Impact:**

This resolution establishes the commitment to utilize portions of one-time funds in the District's General Fund ending fund balance for the described purposes. Final amounts to be committed for these purposes will be established no later than September 15, 2022.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution #2022-14 Approval of Committed Fund Balance – General Fund.

**RESOLUTION No. 2022-14**  
**APPROVAL OF COMMITTED FUND BALANCE – GENERAL FUND**

**WHEREAS**, the Governmental Standards Accounting Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and

**WHEREAS**, Fountain Valley School District Board of Education (Board) has previously adopted Board Policy 3100 acknowledging its authority to commit, or assign existing fund balance classifications and identify the intended uses of committed or assigned funds; and

**WHEREAS**, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Board; and

**WHEREAS**, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Board prior to redirecting the funds for other purposes; and

**WHEREAS**, the Board has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance.

**NOW, THEREFORE, BE IT RESOLVED**, that Fountain Valley School District Board of Education, hereby commits to utilizing portions of its General Fund ending fund balance, as indicated by the Committed Fund classification in its financial statements, for the following purposes:

Carryover of Unspent Supplemental Grant funds identified in the LCAP

Technology Device Replacement and Infrastructure

Textbooks and Instructional Supplies

Post-Retirement Benefits Costs

**BE IT FURTHER RESOLVED**, that such funds cannot be used for any purposes other than directed above, unless the Board adopts another resolution to remove or change the constraint; and

**BE IT FURTHER RESOLVED**, that the amounts to be committed for the purposes directed above shall be established by the Superintendent no later than September 15, 2022.

This is to certify that the above resolution was adopted by the Board of Trustees by a majority vote, at its regular meeting of March 24, 2022.

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Clerk, Board of Trustees



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 NO. 4-15-78-0013E FOR THE PURCHASE  
OF PLAYGROUND EQUIPMENT**  
**DATE:** March 16, 2022

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**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). Beginning in the summer of 2022 the District will be replacing play equipment at Elementary Sites. In June 2017 CMAS NO. 4-15-78-0013E was issued to Dave Bang Associates, Inc. for PLAYWORLD PRODUCTS by the State and Board approval is required to utilize the new contracts 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.

**Recommendation:**

It is recommended that the Board of Trustees approves the District's use of the 2017-2022 CMAS contract No. 4-15-78-0013E and any extensions to purchase play equipment from Dave Bang Associates, Inc. to meet the needs of the District.

State of California

# MULTIPLE AWARD SCHEDULE

## Dave Bang Associates Incorporated of California

CMAS NUMBER:	<b>4-15-78-0013E</b>
SUPPLEMENT NUMBER:	2
CMAS TERM DATES:	6/20/2017 through 8/31/2022
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<u>December 1, 2017</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	GS-03F-0071T
BASE SCHEDULE HOLDER:	Playword Systems Incorporated

This CMAS provides for the purchase, warranty, and installation of park and playground equipment. (See page 3 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following changes:

1. CMAS Product and Service Code "Brand-No Fault" has been added to the "CMAS Product & Service Codes" provision.
2. Brand "No Fault" has been added to the "Available Products and/or Services" provision.
3. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Please review these provisions carefully because they have changed.

Supplement 2 replaces the previous supplements, and the original agreement, in their entirety.

Original Signature on File

Effective Date: **5/07/2021**

**BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA  
CMAS NO. 4-15-78-0013E, SUPPLEMENT NO. 2**

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: [Statewide Contract Index Listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide%20contract%20listing) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide contract listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide%20contract%20listing)). This requirement is not applicable to local government entities.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products being procured. Service specific letters of authorization are required if the CMAS vendor is providing installation services.

The services provided under this CMAS are only in support of the products covered by this CMAS.

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA  
CMAS NO. 4-15-78-0013E, SUPPLEMENT NO. 2**

**CMAS PRODUCT & SERVICE CODES**

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-No Fault  
Brand-Playworld Systems  
Playground-Equip

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).

**EXCLUDED PRODUCTS AND/OR SERVICES**

Order-Level Materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be either mailed or emailed to the following:

**Dave Bang Associates Incorporated of California  
1885 North Main Street  
Orange, CA 92865  
Attn: Eric Huber**

**E-mail:     eric@davebang.com**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact:   John Wormell  
Phone:     (800) 669-2585  
E-mail:    john@davebang.com**

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of [Top 500 Delinquent Taxpayers](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html) is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA  
CMAS NO. 4-15-78-0013E, SUPPLEMENT NO. 2**

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at [www.cdtfa.ca.gov/taxes-and-fees/top500.htm](http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm).

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 024922922. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**CMAS PRICES**

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

**DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**WARRANTY**

For warranties, see the base schedule, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

**DELIVERY**

45 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA  
CMAS NO. 4-15-78-0013E, SUPPLEMENT NO. 2**

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

**State agencies (not local governments) shall follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used.**

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

**Before placing order**, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

**Shipping Instructions:**

Supplier route via:

Carrier's telephone number: \_\_\_\_\_

Annotate bill/s of lading as follows:

"Freight for account of State of California. Tender Number: \_\_\_\_\_ applies. State of California Purchase Order Number: \_\_\_\_\_ SHIP FREIGHT COLLECT." Estimated Freight charges:

\_\_\_\_\_.

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

***The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).***

**Shipping Instructions:**

Supplier route via United Parcel Service (ground).

State of California, Department of \_\_\_\_\_ UPS account number applies.

State of California Purchase Order Number \_\_\_\_\_ SHIP COLLECT. Estimated UPS charges: \_\_\_\_\_.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

**CMAS Contractor Note:** Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the CMAS contractor.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA  
CMAS NO. 4-15-78-0013E, SUPPLEMENT NO. 2**

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

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 the [List of State Departments with Approved Purchasing Authority](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority) website ([www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority)).

**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 FISCaI, Chapter 5 (FISCaI):

- 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 on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and 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 (Standard 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 FISCaI, 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA  
CMAS NO. 4-15-78-0013E, SUPPLEMENT NO. 2**

**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, per 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:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website ([www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx](http://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx)), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal 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.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA  
CMAS NO. 4-15-78-0013E, SUPPLEMENT NO. 2**

**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 purchase order).

**3. Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS agreements on a single FISCAl purchase order must adhere to the following guidelines:

- 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 Standard 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 agreements. 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 FISCAl, Chapter 5.A4.0 provides the following direction regarding amendments to all types of LPA 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA  
CMAS NO. 4-15-78-0013E, SUPPLEMENT NO. 2**

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. 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**

The CMAS contractor 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.

CMAS Small Business and Disabled Veteran Partners lists ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) can be found on the CMAS website by selecting "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/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book).

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.



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**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB 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 SB or DVBE goal, as follows:
    - i. 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
    - ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
    - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
    - iv. Indicate what commercially useful function the SB 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.

**WITHHOLD LANGUAGE (SB588)**

**Option 1 – Withhold Language**

Upon delivery or completion of ordered goods or services, for which the Contractor committed to DVBE subcontractor participation, state departments shall require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor shall provide proof of payment for the work.

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In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after thirty (30) calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

**Option 2 – No Withhold Language**

During the contract term, and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

**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.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

**PRODUCT INSTALLATION**

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.



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**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, Standard 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.

**STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**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. Visit the Department of General Services (DGS), Real Estate Services Division (RESO) website ([www.dgs.ca.gov/RESO](http://www.dgs.ca.gov/RESO)) 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.

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 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](http://www.dir.ca.gov) (select Statistics & Research).

**Bonds:** For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.



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**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 ([www.cslb.ca.gov](http://www.cslb.ca.gov)) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 795052. This is a Class C-61/D34 license that is valid through 5/31/2021.

**NOT SPECIFICALLY PRICED (NSP) 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.

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 schedule 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.

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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 schedule, 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 schedule, 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 FISCal, 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.

**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.



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**UPDATES AND/OR CHANGES**

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement 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 supplement 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.

**SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US 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 base schedule, 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.

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**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 (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Standard 204)**

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting offices. Without the Standard 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.

See the current administrative fees in the DGS Price Book ([www.dgs.ca.gov/OFS/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book)).

**Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the DGS Price Book.

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.



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**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 (State Only)
- 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**

The CMAS contractor 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.

**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) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

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The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**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 SMart and/or Lease SMart). 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 SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@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.

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

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](mailto: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 the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and then select "File a CMAS Quarterly Report".



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Important things to remember regarding CMAS Quarterly Business Activity Reports:

- 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 must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies.
- New CMAS agreements and supplements 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	January 1 to March 31	Due April 15
Quarter 2	April 1 to June 30	Due July 15
Quarter 3	July 1 to September 30	Due October 15
Quarter 4	October 1 to December 31	Due January 15

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the referenced DGS administrative fee.

See the current incentive fees in the [DGS Price Book](#).

CMAS contractors cannot charge local government agencies an additional charge on a separate line item to cover the incentive fee. The CMAS contractor must include the incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base schedule 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.



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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 [Cal eProcure \(caleprocure.ca.gov\)](http://Cal eProcure (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.
- Base schedule 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 schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**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.

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**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).

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**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.



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**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

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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: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784



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 NO. 4-20-78-0089C FOR THE PURCHASE OF FLOORING MATERIALS**  
**DATE:** March 16, 2022

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**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 large quantities of flooring materials. 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 February 2020 CMAS NO. 4-20-78-0089C was issued to KYA Services, LLC for Tandus Brand Flooring Products (District Standard) by the State and Board approval is required to utilize the new contracts 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.

**Recommendation:**

It is recommended that the Board of Trustees approves the District's use of the 2020-2025 CMAS contract No. 4-20-78-0089C and any extensions to purchase flooring materials from KYA Services, LLC to meet the needs of the District.

State of California  
**MULTIPLE AWARD SCHEDULE**  
**KYA Services, LLC**

CMAS NUMBER:	<b>4-20-78-0089C</b>
CMAS TERM DATES:	2/26/2020 through 2/10/2025
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<u>December 1, 2017</u> ( <a href="http://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&amp;hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3">www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&amp;hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3</a> )
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE #:	47QSMA20D08P7
BASE SCHEDULE HOLDER:	KYA Services, LLC

This CMAS provides for the purchase, warranty, installation, maintenance, and repair of park and playground equipment.

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: [Statewide Contract Index Listing](http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf) ([www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf](http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf)). This requirement is not applicable to local government entities.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products being procured. Service specific letters of authorization are required if the CMAS vendor is providing installation, maintenance, and repair services.

The services provided under this CMAS are only in support of the products covered by this CMAS.

*Original Signature On File*

Effective Date: **2/26/2020**

**BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit**



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

**CMAS RESTRICTION FOR CARPET PURCHASES**

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3rd party certified to ANSI/NSF-140 Platinum level meets the requirement.

**IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE**

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.

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 December 1, 2017.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

**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-Act Global
- Brand-Bentley
- Brand-Quick Crete
- Brand-Tandus
- Building-Prefab Structure
- Floor Cov-Broadloom Carpet
- Floor Cov-Hardwood
- Floor Cov-Sport Flooring
- Floor Cov-Synthetic Turf
- Floor Cov-Vinyl Sheeting/Tile
- Playground-Equip
- Sport Surface-Synthetic Track

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products from the manufacturers listed in the base GSA schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at [www.gsaelibrary.gsa.gov](http://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 Number 47QSMA20D08P7 (KYA SERVICES, LLC) with a GSA term of 2/11/2020 through 2/10/2025.**

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be either mailed or emailed to the following:

**KYA Services, LLC  
1800 East McFadden Avenue  
Santa Ana, CA 92705  
Attn: John Anthony Leyds**

**E-mail: [tony.leyds@thekeyagroup.com](mailto:tony.leyds@thekeyagroup.com)**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: John Anthony Leyds  
Phone: (714) 659-6476  
E-mail: [tony.leyds@thekeyagroup.com](mailto:tony.leyds@thekeyagroup.com)**

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at [www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml](http://www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml).

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at [www.cdtfa.ca.gov/taxes-and-fees/top500.htm](http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm).



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

**CALIFORNIA SELLER'S PERMIT**

KYA Services, LLC's California Seller's Permit Number is 102369022. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration 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 3 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 and prompt payment discounts. See the base GSA schedule for the specific percent of discount.

**DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**DELIVERY**

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) Origin. Buying agency pays the freight charges.

**State agencies (not local governments) shall follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used.**

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

**Before placing order**, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

**Shipping Instructions:**

Supplier route via:  
Carrier's telephone number: \_\_\_\_\_

Annotate bill/s of lading as follows:

"Freight for account of State of California. Tender Number: \_\_\_\_\_ applies. State of California Purchase Order Number: \_\_\_\_\_ SHIP FREIGHT COLLECT." Estimated Freight charges: \_\_\_\_\_.

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

***The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).***

**Shipping Instructions:**

Supplier route via United Parcel Service (ground).  
State of California, Department of \_\_\_\_\_ UPS account number applies. State of California Purchase Order Number \_\_\_\_\_. SHIP COLLECT. Estimated UPS charges: \_\_\_\_\_.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

**CMAS Contractor Note:** Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the CMAS contractor.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

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 the List of State Departments with Approved Purchasing Authority website ([www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority)).



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

**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 FISCAL, Chapter 5 (FISCAL):

- 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 on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and 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 (Standard 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 FISCAL, 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, per State Administrative Manual (SAM) § 4819.34.

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$2,500.00.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

**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:

Standard 65 Purchase Documents – State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website ([www.dgsapps.dgs.ca.gov/osp/Statewid eFormsWeb/Forms.aspx](http://www.dgsapps.dgs.ca.gov/osp/Statewid eFormsWeb/Forms.aspx)), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCAL will follow the FISCAL 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 purchase order).

**3. Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS(s) on a single FISCAL purchase order must adhere to the following guidelines:

- 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 Standard 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.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

- 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.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCAL, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). 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.

#### **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 FISCAL, 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.

#### **CMAS CONTRACTOR OWNERSHIP INFORMATION**

KYA Services, LLC 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

**CMAS Small Business and Disabled Veteran Partners lists**

([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) can be found on the CMAS website by selecting "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/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book).

**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:
    - i. 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
    - ii. Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - iii. 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
    - iv. 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.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

**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.

For Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

**PRODUCT INSTALLATION**

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.

**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, Standard 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.

**STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**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 (RESA) can be contacted at (916) 376-1748, if you have questions about these types of transactions.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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](http://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 ([www.cslb.ca.gov](http://www.cslb.ca.gov)) at 1-800-321-2752 or at [www.cslb.ca.gov](http://www.cslb.ca.gov) to verify that the Contractor's License shown below is still active and in good standing.

KYA Services, LLC's California Contractor's License number is 984827. This is a Class C15, D61 license that is valid through 6/30/2021.

**BUY CLEAN CALIFORNIA ACT**

Per Management Memo 20-01, beginning January 1, 2020, awarding authorities will request successful bidders for public works contracts to submit current facility-specific Environmental Product Declarations (EPDs) for all eligible materials.

Awarding authorities are those identified in PCC § 3501 (a) and state agencies granted authority to work on public works projects under MM 18-01. Eligible materials subject to the EPD requirement are structural steel, carbon steel rebar, flat glass, and mineral wool board insulation.

Project bid specifications must require that facility-specific EPDs are compliant to ISO 14025 and applicable product category rules located on the Department of General Services (DGS) Buy Clean California Act website.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

Awarding authorities must report the following information to DGS upon request:

- Awarded contract information
- Eligible materials used in project(s)
- EPDs submitted by successful bidder(s)

The Department of General Services [Buy Clean California Act](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act) website is located at [www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act).

**NOT SPECIFICALLY PRICED (NSP) 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.

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.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-20-78-0089C**

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 FISCAL, 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.

**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.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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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 US 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**

This CMAS contains quantity and prompt payment discounts. See the base GSA schedule for the specific percent of discount.

**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 (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

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**2. Payee Data Record (Standard 204)**

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting office(s). Without the Standard 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.

See the current administrative fees in the DGS Price Book ([www.dgs.ca.gov/OFS/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book)).

**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 **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The 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 (State Only)
- 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).



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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**

KYA Services, LLC does not accept the State of California credit card (CAL-Card).

**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) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

**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 SMart and/or Lease SMart). 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 SMart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

**9. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

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 the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and then select "File a CMAS Quarterly Report".

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 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).

**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

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](mailto:cmas@dgs.ca.gov)



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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- New CMAS agreements, renewals, extensions, and amendments 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 **1.25%** 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 **1.25%** charge on a separate line item to cover the incentive fee. The CMAS contractor must include the **1.25%** 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.

Ordering Instructions and Special Provisions

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 AMENDMENTS**

A copy of a CMAS and amendments, if any, can be obtained at Cal eProcure ([caleprocure.ca.gov](http://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
- Amendments, 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)  
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**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).

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**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.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**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, 2<sup>nd</sup> 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: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784



## CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: \_\_\_\_\_

Reporting Calendar Year: \_\_\_\_\_

CMAS Number: \_\_\_\_\_

Reporting Quarter:  Q1 (Jan)

For Questions Regarding this Report Contact:

Q2 (Apr)

Name: \_\_\_\_\_

Q3 (July)

Phone Number: \_\_\_\_\_

Q4 (Oct)

E-mail: \_\_\_\_\_

Check Here if No New Orders for Th

STATE GOVERNMENT AGENCY PURCHASES					
State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Age

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	Age

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_

1.25% Remitted to DGS (does not apply to CA certified Small Businesses): \$ \_\_\_\_\_

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ \_\_\_\_\_

Updated 7/2019



## ATTACHMENT B

### CMAS Quarterly Business Activity Report

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#### 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 Purchase Order** - 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. **1.25% Remitted to DGS** - Identify 1.25% 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.

## ATTACHMENT C

### Information Regarding the Purchase and Installation of Floor Coverings

A contract for the purchase and installation of carpet and other floor coverings is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions.

A state agency **may not** contract for the installation of carpet in a building (a capital improvement to the building) that is **not owned** by the state. Carpet in leased facilities must be provided by the lessor and is accounted for in the lease agreement and rate. Users should contact the building manager and or the building owner when carpet is required.

A supplier or installer of carpet must be licensed by the State Contractors' Licensing Board with a C-15 Flooring and Floor Covering license which is current and in good standing. The supplier must provide the license number and expiration date for themselves and for all subcontractors providing installation services. This information shall be provided by the supplier on the "Contractors' License Requirements" form (see attached Sample A), which must be attached to each resulting carpet order. A subcontractor is defined as anyone who will perform work, labor, or render services in an amount in excess of one-half of one percent of the total order. Each subcontractor's business address and the portion of work that each will perform shall also be included on this form.

If the contract amount exceeds \$5,000 (labor/installation costs), the supplier must furnish a payment bond (Std. 807 - see attached Sample B) prior to the commencement of performance. The payment bond shall be in a sum not less than one hundred percent (100%) of the contract price. A blank copy of the Std. 807 form shall be provided to the supplier. In addition, the awarding agency must notify the contractor that the contract is subject to state contractor nondiscrimination and compliance requirements (see paragraph 42 of the CMAS Terms and Conditions).

The prevailing wage requirements apply and a list of prevailing wage rates must be available for inspection. It is the ordering agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or at (415) 703-4774.

Agencies should be aware that there are certain requirements that pertain to floor coverings included in the Americans with Disabilities Act of 1992 (ADA). Some of these requirements pertain to carpet pile height (not to exceed 1/2" in height), fastening exposed carpet edges to floor, and changes in floor level not to exceed 1/2" beveled. It is the responsibility of the agency to comply with these requirements. Detailed information relative to carpet installation and ADA requirements can be obtained from the State Architect, Access Compliance Unit, at (916) 445-7523.



## ATTACHMENT C

### Information Regarding the Purchase and Installation of Floor Coverings

Agencies should be aware that old flooring material (tiles, glues, cove base, etc.) may contain asbestos and could present significant problems in the removal of old flooring material and in the installation of new carpet. Users should determine the presence or absence of asbestos containing material in their existing flooring materials and act accordingly before placing orders for carpet.

It is strongly recommended that new carpet not be installed over existing carpet due to potential conflicts with the Americans with Disabilities Act, and various fire, health and safety codes.

The moisture content of the slab over which the carpet is to be installed must be within the limits allowed by the carpet manufacturer and/or glue manufacturer. The testing of slab moisture content can be performed by either the agency ordering the carpet or by the carpet supplier.

The agency should provide for a site inspection prior to issuing an order for the carpet desired and should use a checklist similar to the one attached (see attached Sample C). Additions, changes, modifications to the checklist should be made as necessary. The agency should inspect and monitor the progress of the installation to prevent problems.

The prime responsibility for contract performance rests with the contract holder, who shall be the primary contact point for problem resolution. This contract is structured such that the user may purchase carpet only or carpet installed from the supplier. In no case is the supplier allowed to deny installation of the carpet selected by any user for any location. Installation services may not exceed an amount equal to the cost of the carpet and, when identified, will be paid for in the cost of the CMAS order. Typically, the price schedule will contain pricing for "clean floor" (new) installation only. However, agencies may use the Not Specifically Priced (NSP) provision for "unclean floor" installation services, as well as products. The total dollar value of all installation services, on clean and/or unclean surfaces, using line item and/or NSP pricing, must not exceed 50% of the order's total value. Note that the maximum amount of each transaction placed under this award schedule by a State agency is \$100,000.

The cost of installation and any ancillary supplies/services is not included in the base price of the carpet and may be obtained from the price schedule if listed, or can otherwise be included via the NSP provision.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable. The following chart is provided to give an approximation of the costs for installation in several typical state locations.



## ATTACHMENT C

### Information Regarding the Purchase and Installation of Floor Coverings

#### ESTIMATED CARPET INSTALLATION COSTS

(NOTE: THESE ARE APPROXIMATIONS ONLY, NOT ACTUAL CONTRACT INSTALLATION PRICES. DOES NOT INCLUDE COST OF NEW CARPET.)

BASED ON WEEKDAY INSTALLATION, NORMAL WORKING HOURS, PREVAILING WAGE, NO UNIQUE CONDITIONS

DESCRIPTION OF INSTALLATION	ESTIMATED INSTALLATION COST
GENERAL OFFICE SPACE NEW CONSTRUCTION CLEAN FLOOR INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM \$4.00 PER SY  MODULAR (TILE) \$4.00 PER SY
GENERAL OFFICE SPACE NO FURNITURE MOVING REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM \$5.00 PER SY  MODULAR (TILE) \$5.00 PER SY
GENERAL OFFICE SPACE MOVING OF CONVENTIONAL FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM \$10.00 PER SY  MODULAR (TILE) \$10.00 PER SY
GENERAL OFFICE SPACE MOVING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW BROADLOOM CARPET DIRECT GLUE DOWN NON-PATTERNED CARPET	BROADLOOM \$5.00 PER SY  PLUS \$300.00-\$400.00 <u>PER WORKSTATION</u>
GENERAL OFFICE SPACE LIFTING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW MODULAR CARPET FULL SPREAD RELEASE ADHESIVE	MODULAR (TILE) \$11.00 PER SY

## ATTACHMENT C

### Information Regarding the Purchase and Installation of Floor Coverings

#### CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)

AREA TO BE CARPETED	CARPET TYPE
<p style="text-align: center;">GENERAL OFFICE</p> <p>(EXAMPLE: GENERAL STATE OFFICES WITH NO OR LIGHT TO MEDIUM PUBLIC TRAFFIC)</p>	<p>26-28 OUNCE BROADLOOM, COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN.</p> <p style="text-align: center;"><b>OR</b></p> <p>26-28 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.</p>
<p style="text-align: center;">EXECUTIVE OFFICES</p> <p>(EXAMPLE: DIRECTOR'S OFFICE, DEPUTY DIRECTORS, AGENCY PERSONNEL)</p>	<p>28-32 OUNCE BROADLOOM, COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN.</p> <p style="text-align: center;"><b>OR</b></p> <p>28-32 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.</p>
<p style="text-align: center;">STATE OWNED RESIDENCES</p>	<p>34 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, CUT AND LOOP PILE. YARN TO BE BRANDED NYLON, ANY CONVENTIONAL DYE METHOD. INSTALLATION STRETCH IN OVER 3/8 INCH, 100% SYNTHETIC CARPET CUSHION, 28 OUNCE PER SQUARE YARD NOMINAL, 6.2 POUND PER CUBIC FOOT, MEETING ASTM E648 CLASS 1 RADIANT PANEL TEST.</p>
<p style="text-align: center;">TEMPORARY BUILDINGS INCLUDING MOBILE AND MODULAR FACILITIES</p>	<p>20 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, LOOP PILE, BRANDED, SOLUTION DYED NYLON. INSTALLATION BY DIRECT GLUE DOWN.</p>
<p style="text-align: center;">VERY HIGH TRAFFIC AREAS (EXAMPLE: MEDIUM TO HEAVY USE PUBLIC AREAS, AIRPORTS, COLLEGE/UNIVERSITY FOOD SERVICE AREAS, DORMITORIES)</p>	<p>20 OUNCE BROADLOOM, TUFTED, STRUCTURED BACK, COMMERCIAL GRADE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. MAY INCLUDE HIGH DENSITY URETHANE OR VINYL CHLORIDE PAD BACKING. SEAMS SHOULD BE CAPABLE OF SEALING (WELD TOGETHER). INSTALLATION BY DIRECT GLUE DOWN</p>



# ATTACHMENT C

## Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE A

### **CONTRACTORS' LICENSE REQUIREMENTS**

The work described in this order requires a valid California Contractor's License (C-15 Flooring and Floor Covering). If subcontractors are to be used, they must also possess valid State Contractors' Licenses appropriate to their scope of work, and they must be listed below.

Supplier's Contractor's License Number: \_\_\_\_\_

License Issued to Whom: \_\_\_\_\_

Class / Type of License: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

Work to be Performed: \_\_\_\_\_

Subcontractor's Name and Address: \_\_\_\_\_

\_\_\_\_\_

License Number: \_\_\_\_\_

Class / Type of License: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

Work to be Performed: \_\_\_\_\_

### **WORKMEN'S COMPENSATION CERTIFICATION**

The undersigned hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which requires 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 I will comply with such provisions before commencing the performance of the work of this order.

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Date



**ATTACHMENT C**

**Information Regarding the Purchase and Installation of Floor Coverings**

**SAMPLE B**

**PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT**

(Public Contract Code Sections 7103 and 10221)

BOND Number: \_\_\_\_\_

The premium on this bond is \_\_\_\_\_ for the term \_\_\_\_\_

**Know All Men By These Presents:**

That The State of California, acting by and through the \_\_\_\_\_,  
has awarded to \_\_\_\_\_ whose  
address is \_\_\_\_\_ as Principle, a contract for  
the work described as follows:

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

Project Location: \_\_\_\_\_

WHEREAS, the provisions of Public Contract Code Section 7103 and 10221 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and \_\_\_\_\_, a Surety Corporation organized under the laws of \_\_\_\_\_ and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of \_\_\_\_\_ (\_\_\_\_\_), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

# ATTACHMENT C

## Information Regarding the Purchase and Installation of Floor Coverings

**SAMPLE B**

### THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective \_\_\_\_\_

\_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in \_\_\_\_\_ on \_\_\_\_\_  
(CITY AND STATE) (DATE)

\_\_\_\_\_  
(SIGNATURE OF ATTORNEY IN FACT)  
(PRINTED OR TYPED NAME OF  
ATTORNEY IN FACT)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**

**SUPPLIER'S NAME**

**CMAS NO. X-XX-XX-XXXXA, AMENDMENT NO. XX**

**SAMPLE C**

**CARPET INSTALLATION REQUIREMENTS**

Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency	Requirement
				Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.
				Remove existing: carpet _____, pad _____, tile _____ Disposition: To State _____ Remove from State Premises _____
				Raise and reset monuments.
				Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.
				Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.
				Inspection of floor preparation by Building Manager.
				Reducer strips (metal _____, plastic _____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.
				Tack strips to be installed.
				Pad to be installed.
				Cove base, rubber _____ or vinyl _____ Furnish and install _____ Color: brown _____, black _____ other _____ Size: 6" _____, 4" _____, 2" _____ other _____ Remove existing base _____ Trim cove on existing base _____ Other (explain) _____ _____



## ATTACHMENT C

### Information Regarding the Purchase and Installation of Floor Coverings

Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency	Requirement
				All spots and smears of floor adhesives and seam cement to be removed.
				Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.
				Leave overage with Building Manager.
				Work to be performed on other than regular working hours. Nights _____ Weekends _____
				Floor duct covers, contact: Building Manager _____ Other _____

# ATTACHMENT C

## Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE C (continued)

### Carpet Installation Instructions Continued

#### COORDINATION AND INSPECTION OF WORK

\_\_\_\_\_ Site Inspection:

A job walk-through for the purpose of inspecting the installation site will be conducted on \_\_\_\_\_ at \_\_\_\_\_ at \_\_\_\_\_. The walk-through inspection will be conducted by \_\_\_\_\_. Failure to inspect the installation site in no way relieves the supplier from obligations as stated in this order.

\_\_\_\_\_ Installation Coordination:

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ at (Agency) \_\_\_\_\_, telephone (\_\_\_\_\_) \_\_\_\_\_ will be responsible for coordination of all installation work. Within 10 days after receipt of a purchase order, the supplier shall contact (Name) \_\_\_\_\_ to coordinate an acceptable installation schedule. **No installation work shall commence without the Building Manager's advance approval of the schedule.**

\_\_\_\_\_ Inspection of Installation Work:

Check here if any deficiencies in materials and/or workmanship are noted during inspection of the work in progress. The agency will immediately notify the supplier of these problems.

\_\_\_\_\_ The supplier shall request an inspection after \_\_\_\_\_% of the work has been completed. This inspection will be made jointly by the supplier and a designee of the agency.

\_\_\_\_\_ (Name) \_\_\_\_\_, (Title) \_\_\_\_\_,

will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Jerry Gargus, Ed.D., Director, Educational Services  
SUBJECT: **APPROVAL OF AGREEMENT WITH AIR TUTORS, INC.**  
DATE: March 16, 2022

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**Background:**

Air Tutors, Inc. is an online, high-dose tutoring company that provides one-on-one and small group tutoring for students across multiple content areas. The company's tutors come from distinguished academic backgrounds, with many having Masters or Doctoral degrees, as well as extensive experience providing tutoring support for students. In addition, Air Tutors is uniquely positioned to provide support for English Learners in both English and the student's primary language, to help support language acquisition and academic achievement across content areas. FVSD envisions Air Tutors, Inc. playing an important role in extending learning opportunities for targeted students beyond the traditional school day. For the 2021-22 school year, FVSD looks forward to providing targeted support for (1) English learners participating in the District's Newcomer Program, as well as (2) students receiving non-passing grades on 2<sup>nd</sup> trimester report cards at the middle school level with up to two-hours per week of individual or small group high dose tutoring. Services provided by Air Tutors would complement the work being done by FVSD staff "beyond the bell" that is supported by site LCAP allocations.

**Fiscal Impact:**

The total cost of Air Tutor's proposed service agreement is for billable hours not to exceed \$100,000.00, which includes access to tutoring support for FVSD middle school students participating District's Newcomer Program, as well as students middle school students receiving non-passing grades in English Language Arts and Mathematics on their 2<sup>nd</sup> trimester report card. LCAP action items 2.1 and 2.4 designate resources to support "coordinated EL services" and "intervention for identified students during and beyond the school day." As such, this is the recommended funding source for Air Tutor, Inc. services.

**Recommendation:**

It is recommended that the Board of Trustees approves the agreement with Air Tutors, Inc. for the 2021-22 school year not to exceed \$100,000.00.





## **AIR TUTORS CONTRACT FOR SERVICES AGREEMENT**

This Air Tutors Contract for Services Agreement (the “Agreement”) made this March 2022 (“Effective Date”), by and between Air Tutors, LLC (“Air Tutors”), Fountain Valley School District (the “District”), (collectively “the Parties”).

### (1) Statement of Services

#### (a) Scope of Agreement.

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors’ services.

#### (b) Scope of Work.

##### i) Accelerated Learning Outcomes

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the District (the “Services”).

Air Tutors will create small online learning communities throughout the District that are designed to reinforce current classroom topics through highly innovative small group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located district-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The District will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators that can speak their native language and that have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators that have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those that would benefit most. Air Tutors will bolster their efforts through parent and student outreach with engagement occurring in each student’s native language. Air Tutors will get to know each student’s unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the District's entire course catalogue in, but not limited to, the following areas of study: middle school English Language Arts (ELA), mathematics, science, social studies, and English Language Development (ELD).

The District is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students) when feasible per the students' and Air Tutors' time restraints. If the Services are to be rendered during the school day, to the extent to which it is possible, the District will exercise its reasonable abilities in providing as many days and timeframes for the Services for Air Tutors staffing needs as possible. If twenty (20) or more tutors are required at the same exact day and time for the Services, the District will provide Air Tutors the available days and times for the Services in a mutually beneficial timeline.

Air Tutors will align with the District's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors that speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the District requests the replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

## (2) Payment/Consideration

(a) Budget.

i) Accelerated Learning Outcomes

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

- 1 hour of Services = \$100.00

The total budget for Services rendered pursuant to this contract is not to exceed \$100,000.00.

If this agreement is terminated by either party, the District shall pay for the value of all services rendered up through the date of termination.

(b) Billable time and Pricing.

i) Accelerated Learning Outcomes

The District agrees to pay for the Services on a monthly basis as the Services are rendered. Purchase order total will be deducted from the biweekly payments and tracked throughout the program.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

(3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the District, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the District hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

(4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the District on an “on-demand” basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on June 30th, 2022. No renewal of this contract shall be given effect absent the written consent of Air Tutors’ CEO, Hasan Ali, and District representative Katherine Whittaker-Stopp.



## (6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the District.

## (7) Liability

### (a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE DISTRICT'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### (b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

## (8) General Provisions

### (a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

### (b) Exclusive Remedies.

Customer's remedies in this Agreement are exclusive.

### (c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by Customer without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

### (d) Governing Law.

This Agreement shall be governed by the laws of the State of California.

### (e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of

this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**AIR TUTORS, LLC**

DATED \_\_\_\_\_

\_\_\_\_\_  
By: Hasan Ali, CEO

**FOUNTAIN VALLEY SCHOOL DISTRICT**

DATED \_\_\_\_\_

\_\_\_\_\_  
By: Katherine Whittaker-Stopp, Superintendent