

Santa Barbara County Education Office

# BOARD BOOK and AGENDA



September 2023



## **SANTA BARBARA COUNTY BOARD OF EDUCATION**

4400 Cathedral Oaks Road  
P.O. Box 6307  
Santa Barbara, CA 93160-6307

**REGULAR MEETING**  
September 7, 2023 – 2:00 p.m.

### **AGENDA**

#### **Online Viewing Option**

Individuals who are unable to attend the board meeting in person may view the board meeting online by clicking on the link below or by copying and pasting it into a web browser:

<https://us02web.zoom.us/j/84347632060?pwd=OW94Q1ZWQ3RTMVFKSkd3UjFQc1JQdz09>

#### **Public Comment Procedure**

Public comment may be made in person at the board meeting. Persons wishing to address the board are requested to complete a “Request to Address Board” form, available at the meeting room entrance, and deliver it to the secretary prior to the time the meeting is called to order. During the time for public comment specified on the agenda, the board will acknowledge requests to speak on agenda items as well as topics not on the agenda, but within the subject matter jurisdiction of the board. The total amount of time for public comments will be 15 minutes. The amount of time an individual speaker may speak is typically 5 minutes but may be adjusted upon consent of the board depending on the total number of persons wishing to be heard. If the speaker needs more time, they may submit written comments.

#### **Interpretation/Interpretación**

Spanish interpretation of the board meeting will be available at the meeting. Live simultaneous interpretation will also be provided for those viewing online. Se proporcionará interpretación al español para la reunión de la junta directiva. También se ofrecerá interpretación simultánea en directo para quienes lo vean a través de Internet.

#### **Video Recording**

The board meeting will be video recorded. The video recording will be made available online at <https://www.sbceo.org/board/materials>.

## **Assistance with Meeting**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the superintendent's office at (805) 964-4711 or email [afreedland@sbceo.org](mailto:afreedland@sbceo.org) by 10:00 a.m. the day before the meeting. Notification at least 72 hours prior to the meeting will assist the superintendent in making suitable arrangements.

## **GENERAL FUNCTIONS**

- 1. Call to Order**
- 2. Spanish Interpretation/Interpretación**

The president will announce that Spanish interpretation of the board meeting is available. La presidente anunciará que hay interpretación en español disponible durante la reunión de la junta directiva.

- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Changes to the Agenda**

The president will announce any additions, deletions, or changes in the order of business on the agenda at this time.

- 6. President and Board Comments**
- 7. Public Comments**

The total amount of time for public comments will be 15 minutes. The amount of time an individual speaker may speak is typically 5 minutes, however, with board consent, and depending on the number of persons wishing to be heard, the president may increase or decrease the time allowed for individual speakers. If the speaker needs more time, they may submit written comments.

## **ACTION ITEM**

- 8. Recommended Adoption of Resolution Regarding Board Member Excused Absence**  
(Attachment)

The superintendent recommends adoption of Resolution No. 2402 excusing the absence of Board Member Maggi Daane at today's board meeting due to illness, an acceptable hardship per board policy 9250.

**[Roll Call Vote:]**

MOVED:

SECONDED:

VOTE:

**PRESENTATION**

**9. Presentation on Positive Behavioral Interventions and Supports (PBIS)**

Director of Instructional Support Carla Benchoff will provide a presentation on positive behavioral interventions and supports (PBIS): what PBIS is and how SBCEO supports schools and districts with implementation.

**SUPERINTENDENT'S REPORT**

**10. Superintendent's Report  
(Attachment)**

The superintendent's report is presented as an information item.

**CONSENT AGENDA**

At this time, the board will consider all of the items below together and can act upon them with a single vote. These items are considered to be routine and do not require separate discussion. Individual consent items may be removed and considered separately at the request of a board member or staff. The superintendent recommends approval of all consent items.

**11. Minutes of Meeting Held August 3, 2023  
(Attachment)**

**12. Registration of Credentials and Other Certification Documents: Issuance of Temporary County Certificates  
(Attachment)**

Registration of credentials and other certification documents registered in the Santa Barbara County Education Office from July 7, 2023 to August 6, 2023, and the issuance of temporary county certificates for that same time period.

**13. Acceptance of Donations  
(Attachment)**

Acceptance of donations on the attached donations list for the following departments:



- SBCEO
- Teacher Programs and Support

**14. Declaration of Surplus**  
(Attachment)

Declaration of surplus on the attached surplus list for the following departments:

- Career Technical Education
- Early Care and Education
- Partners in Education

**15. Issuance of High School Graduation Diploma**

Issuance of a high school graduation diploma to the following student:

*Los Robles High School*

- Student CSIS # 4171008960 – August 18, 2023

Motion to approve all consent items:

MOVED:

SECONDED:

VOTE:

**ACTION ITEMS**

**16. Recommended Approval of Grant Application – Consolidated Programs**  
(Attachment)

The superintendent recommends approval for submission of application to the California Department of Education (CDE) for 2023-24 funding for Consolidated Categorical Programs as listed in the attachment. This application is submitted to the CDE once a year.

MOVED:

SECONDED:

VOTE:

**17. Recommended Authorization to Utilize a California Multiple Award Schedule (CMAS) Contract**  
(Attachment)

The California Multiple Award Schedule (CMAS) program contracts are established using products, services, and prices from existing competitively assessed and cost-compared multiple award contracts. Public Contract Code Section 10298 allows county offices of education and TK-12 local educational agencies to utilize such contracts without going to bid. CMAS Contract No. 4-20-78-0089C, Base GSA Schedule No. 47QSMA20D08P7, with KYA Services, LLC, is approved by the State of California Department of General Services (DGS) for

the purchase, warranty, and installation of floor covering and related products, as needed. The superintendent recommends approval of the use of CMAS Contract No. 4-20-78-0089BC through February 10, 2025.

MOVED:

SECONDED:

VOTE:

**18. Recommended Authorization to Utilize an OMNIA Partners Contract**  
(Attachment)

OMNIA Partners (OMNIA) purchase contracts are established using products, services, and prices from existing, competitively assessed and cost-compared multiple award contracts. Public Contract Code Section 10298 allows county offices of education and TK-12 local educational agencies to utilize such contracts without going to bid. OMNIA Contract No. R191804, Region 4 Education Service Center (ESC) with The HON Company LLC, is approved by the State of California Department of General Services (DGS) for the purchase, warranty, and installation of furniture and related services, as needed. The superintendent recommends approval of the use of OMNIA Contract No. R191804 through April 30, 2024.

MOVED:

SECONDED:

VOTE:

**19. California County Boards of Education (CCBE) General Membership Meeting Voting Member**  
(Attachment)

The board will consider whether to select a board member to be a voting representative at CCBE General Membership meetings on September 9 and December 1, 2023, and may take action to select someone.

MOVED:

SECONDED:

VOTE:

**INFORMATION ITEMS**

**20. Follow-up from a Recent Interdistrict Attendance Appeal Hearing**  
(Attachment)

The superintendent will report about follow-up work done by SBCEO and Goleta Union School District, after at a recent interdistrict attendance appeal hearing, regarding Goleta Union School District's boundaries.

**21. Personnel Report**  
(Attachment)

The certificated personnel report is presented as an information item.

## **FUTURE AGENDA ITEMS**

- 22. Future agenda items**

## **ADJOURNMENT**

- 23. Adjournment to the next regular meeting to be held October 5, 2023.**

MOVED:

SECONDED:

VOTE:

# Action Item



# Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307  
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

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## **Resolution No. 2402 Board Member Excused Absence**

**WHEREAS**, Board Member Ms. Maggi Daane is unable to attend the September 7, 2023 regular meeting of the County Board of Education because she is dealing with an illness; and

**WHEREAS**, Section 1090 of the Education Code authorizes the County Board of Education to determine certain Board Member absences are due to a hardship deemed to be acceptable by the Board; and

**WHEREAS**, Section 1770 of the Government Code states that a vacancy does not occur on a local board when the absence is due to sickness.

**NOW THEREFORE, BE IT RESOLVED**, by the Santa Barbara County Board of Education:

- Ms. Maggi Daane's absence is due to a hardship deemed acceptable by the Board per Board Policy 9250;

**PASSED AND ADOPTED** by the Santa Barbara County Board of Education on **September 7, 2023**, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

I, Dr. Susan Salcido, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date:

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Clerk/Secretary of the Governing Board

# Superintendent's Report



# Santa Barbara County Education Office

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Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

## Santa Barbara County Board of Education Superintendent's Report September 7, 2023

### **Student Enrollment in SBCEO Schools and Programs**

	July '23	Aug '23	Sept '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24
JCCS – FitzGerald Community School	7	16							
JCCS – Dos Puertas School	16	21							
JCCS – Los Robles High School	4	2							
Early Care & Education (preschools and infant/toddler centers)	31	248							
Special Ed – JCCS	12	11							
Special Ed – Early start (infants)	104	99							
Special Ed – Direct service districts	111	95							
Special Ed – Regional: TK-12 extensive support needs program	58	51							
Special Ed – Regional: Itinerant vision and deaf and hard of hearing program	74	77							
Special Ed – Preschool	746	455							

*Numbers reflect the enrollment on a specific date in the month.*

### **A Salute to Teachers**

Please save the date for “A Salute to Teachers” on the evening of Saturday, November 4 at the Music Academy of the West. Invitation and details coming soon.

### **Response to the Santa Barbara County Civil Grand Jury Report on Cybersecurity in Santa Barbara County Schools**

For your information, attached is SBCEO's response to the Santa Barbara County Civil Grand Jury Report on Cybersecurity in Santa Barbara County Schools. The response was mailed and emailed to the Grand Jury on August 31, 2023. All responses to Grand Jury reports are eventually published on the Grand Jury website: [www.sbcgj.org](http://www.sbcgj.org).

## **Santa Barbara County School Safety Coalition Presentation**

Along with superintendents and colleagues from San Mateo COE and Monterey COE, I look forward to presenting at the CCBE conference on September 9. During the session, "Fostering Countywide Commitment and Collaboration for Safe Schools," I will share about the efforts we have made to establish our new Santa Barbara County School Safety Coalition, Standard Response Protocols, Safety Liaison, and 3-day Symposium.

## **Future Board Presentations**

For your information, here are some of the presentations we are working on for future board meetings:

- **October 5, 2023** – Presentation on professional learning/development in the Juvenile Court and Community Schools (JCCS) program; and – NEW: changed from September to October board meeting – introduction of new Chief Probation Officer Holly Benton, who will share about some of the work of the Probation Department
- **November 2, 2023** – Presentation by Luis Servin, Executive Director of the Santa Barbara County Workforce Development Board (WDB)
- **December 8, 2023** – Presentation by Chelsea Duffy, Executive Director of Partners in Education

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## **SBCEO DIVISIONS**

### **Administrative Services Division**

**New SBAS Administrator:** We are pleased to announce the selection of Joshua Becerra as SBCEO's next administrator of School Business Advisory Services (SBAS). Joshua previously served as SBCEO's Financial Services Manager for Special Education where he developed and maintained the program budget, coordinated payroll and purchasing, and was the fiscal liaison for the program with districts and external agencies. Joshua brings a range of experience having worked in school/district finance, as well as both public and private accounting. In addition to his work experience, Joshua has a passion for education and is invested professionally and personally in the advancement of the students and families in his community and throughout Santa Barbara County. Joshua began his new role on August 21.

**District Fiscal Support:** SBAS district financial advisors are supporting districts in the completion of their unaudited actuals and their year-end-close procedures. District and charter school unaudited actuals are due to SBCEO by September 15.

**District Budget Approval:** SBAS district financial advisors are in the process of reviewing district adopted budgets for compliance with state criteria and standards and



before September 15, SBCEO shall approve, conditionally approve, or disapprove the adopted budget for each school district.

**Office and Classroom Moves:** The Maintenance and Operations staff supported the relocation of various SBCEO staff over the summer, including offices and classrooms for the Early Care and Education program, Special Education preschools, and the expanded Peter B. FitzGerald Community School.

### **Curriculum and Instruction Division**

**Literacy and Language Supports:** Our literacy community of practice begins this month with *The Reading Brain in a Digital World*, kicking off with an in-person session on September 27. The guest speaker is Dr. Maryanne Wolf, author of *Reader, Come Home: The Reading Brain in a Digital World*. The series then continues with 4 virtual book club sessions, including the return of Dr. Maryanne Wolf for the final session on January 23. Many district leaders are planning to attend after last year's in-depth literacy focus.

**Integrated English Language Development:** We are hosting 4 sessions with Dr. Jeff Zwiers. Dr. Zwiers is the author of several books focused on integrated English language development. The sessions will focus on instructional strategies that encourage communication among students by "building up" student ideas, clarifying and supporting conversations, and filling information gaps. Two full-day sessions begin on September 13 for TK-6 grade teachers and September 14 for 6-12 grade teachers. Teachers will implement strategies from Dr. Zwiers' book, training, and tools, and follow up with two virtual implementation sessions.

**Expanded Learning Community of Practice:** AB 130 (2021) provided funding and requirements for expanded learning in grades TK-6. LEAs must offer **after school programming**, which combined with the instructional day with total 9 hours daily, as well as 30 days of 9-hour **programming during intercessions**. Subsequent trailer bills have adapted the timelines and clarified the phase-in process. With funds from our 21-CSLA grant, we formed a free Community of Practice for Expanded Learning leaders across the county. The first day retreat on August 17 included Compassionate Systems training from Dr. Michael Funk, CDE's director of expanded learning, and support from Ernesto Duran, our regional expanded learning director, and from ASAP (CA Afterschool Network). Twenty-five participants from 12 local educational agencies will continue to meet virtually and in person throughout the year for training, support, collaboration, and book study.

**Artificial Intelligence (AI) in Education:** Our fall AI in Education series began August 29 (virtually) and continues with three 75-minute virtual workshops between September and December. An in-person summit will be held on October 4 in the SBCEO Auditorium. Educators will come together to grapple with the impacts of artificial intelligence on educational systems, teaching and learning, and culture. Building on our

inaugural summer series, we will continue to create a space for exploration, learning, and replicable conversations.

**Credential Programs:** The new cohorts of Administrative Credential Programs (PASC and CASC) and Teacher Induction Program (TIP) are underway:

**Preliminary Administrative Services Credential (PASC):** The newest PASC cohort had its orientation on Saturday, August 12, and will begin their first course on September 26-27. They will complete 15 more weekends of classes, engage in 60 hours of fieldwork, complete an action research project, and complete the 3-cycle Cal APA, the California Administrators Performance Assessment, to meet eligibility for the Preliminary Administrative Services Credential.

**Clear Administrative Services Credential (CASC):** Coaches meet this month for training and then begin sessions next month. Nearly 60 candidates and coaches are involved in this year's cohorts.

**Teacher Induction Program (TIP):** Districts are finalizing their new teacher hiring as we are gearing up for mentor training and our first TIP meetings this month. Once again, we are expecting to serve more than 400 teachers (candidates and coaches) in the 2-year program. One district, who had tried an online provider last year, has now returned to SBCEO because of the quality of our program.

### **Human Resources Division**

**HR Network Meeting:** Associate Superintendent of Human Resources Mari Baptista convenes Human Resources (HR) Network meetings throughout the year for school district HR leaders. During the July meeting, Mari presented about administering illness/injury leave for employees who become ill or injured as a result of performing their work duties.

**Health and Welfare Benefits:** In August, we conducted our benefits open enrollment period, including bringing vendors on-site for two benefits fairs, so employees could learn more about their health and welfare plans and retirement system. As a result of SBCEO being a member of Self-Insured Schools of California (SISC), SBCEO employees are eligible for a wide range of free value-added benefits (employees of SISC-member school districts are also eligible), including virtual health coaching, expert second medical opinion service, joint health support, and telemedicine service.

### **Special Education Division**

During the month of August, the Special Education Division completed seven back-to-school events for staff. These events included professional development opportunities with Dr. Rosy Bucio, the Santa Barbara County SELPA's behaviorist. Dr. Bucio provided training on evidence-based practices for supporting students' behavior in the classroom.

She will continue this training throughout the year through monthly in-person and virtual meetings, as well as coaching opportunities in the classroom.

## **Student and Community Services Division**

### **Career Technical Education (CTE)**

#### **University of California Santa Barbara (UCSB) Dual Enrollment Pre-Apprenticeship**

**Update:** The first cohort of Early Childhood Education (ECE) pathway students are now officially enrolled in their UCSB Early Childhood Education course. This dual enrollment pathway will set up 18 Lompoc High School juniors and seniors for their next steps towards becoming an educator upon graduation from high school. When all 12 ECE units are completed, students will have met the requirements to apply for their associate teacher permit. If desired, upon high school graduation, they can continue their education through the SBCEO Early Childhood Education Apprenticeship Program and become a teacher, master teacher, and eventually, a preschool site supervisor.

**Early Childhood Education Apprenticeship Program Update:** The first apprentice has officially enrolled in the SBCEO Early Childhood Education Apprenticeship Program, with a goal of signing several more apprentices soon. Apprentices are paired with a mentor at their assigned preschool site and a counselor at Cerro Coso Community College, where they will complete their online classes. Through this program's funds, apprentices are also provided with materials needed to be successful in their coursework, including a laptop and Wi-Fi hotspot. This program's goal is to increase the number of qualified preschool teachers in Santa Barbara County to address the demand not currently being met.

**CTE Teacher Externship Update:** The first round of summer externships was a success. Eleven CTE teachers from Lompoc Unified School District, Santa Maria Joint Union High School District, and Santa Ynez Valley Union High School District participated. The week-long externship allowed teachers to take a deep dive into the industry sector of the CTE pathway courses they teach. Their experience included a focus on current practices, trends, and the demands of the profession. These newly gained insights will be integrated into the CTE coursework for the upcoming school year. Teachers were partnered with the following businesses: Pacific Conservatory Theatre (PCPA), Santa Maria City, Bob Jones General Contractor, Santa Maria Community Bank, and Ben Slocum Media. We look forward to expanding this opportunity to southern Santa Barbara County next year.

### **Children's Creative Project (CCP)**

**LADAMA Free Educational Performance Event at Santa Barbara Bowl:** Children's Creative Project (CCP) and the Santa Barbara Bowl Outreach are co-sponsoring a free educational performance for youth on October 3, 2023, at 10:30 a.m. LADAMA is a group of four women, virtuosic musicians, and educators —Lara Klaus, Daniela Serna, Mafer Bandola, and Sara Lucas— from different countries and cultures of the Americas, who are sisters in song, rhythm, and spirit.

## **Children and Family Resource Services (CFRS)**

**Oral Health Activities:** Health Linkages has scheduled oral health screenings and fluoride varnishes in elementary schools and comprehensive health screenings for preschoolers which add vision, hearing and BMI screening to the dental services being provided to older grades. The orthodontia program, which provides free braces to youth, will be funded again this year. Screenings are being scheduled for the designated junior high and middle schools in Santa Barbara and Lompoc. CFRS plans to expand to other regions such as Santa Maria.

**Mental Wellness, Education, and Linkages (MWEL) Program:** The Mental Wellness, Education, and Linkages program for students is expanding from the Santa Maria Valley to the Santa Ynez Valley and Orcutt. MWEL has hired an additional health advocate to support these additional schools.

**Medi-Cal for All:** The CFRS team is collaborating with the Children's Health Initiative of Santa Barbara to ensure that all students and their families, who are eligible for Medi-Cal, are enrolled in the program. The goal is for all eligible to have access to health care, including behavioral health services.

## **Early Care and Education (ECE)**

**ECE Back-to-School:** ECE held back-to-school trainings for the early care and learning centers staff on August 7 and 8, 2023. Complete with games and balloons and a circus theme, ECE created a fun and positive way to promote the message of inclusion, "Come One, Come All."

The two-day training included a variety of workshops related to inclusion. Sarah Diaz, the Inclusive Early Education Expansion Program (IEEEP) specialist, and a representative from Alpha Resource Center, presented an overview of Individualized Education Plans (IEP), which helped staff understand the components and key terms in IEPs. Another workshop was led by Sarah Diaz and Tisha Carlon, Coordinator of Early Care and Education. They presented *Beginning Together: Caring for Young Children with Disabilities in Inclusive Settings*. This session provided staff with resources on how to ensure that children with special needs are supported and provided with appropriate inclusive practices in the classrooms.

On day two of the training, Monica Thorpe, ECE's Quality Counts Program Manager, presented *Meaningful Observations*. Her session focused on using observation as a fundamental tool for teaching in early childhood education as it supports awareness of a child's development, skills, interests, strengths, and play.

**ECE First Days of School:** ECE had a seamless opening at all eleven centers. The Los Alamos and Santa Maria sites opened on August 10, and the Lompoc and Santa Ynez Valley sites opened on August 14. Staff were excited to welcome the students back into the classrooms and to begin to use their newly acquired knowledge of inclusion strategies.

## **Juvenile Court and Community Schools (JCCS)**

**JCCS Back-to-School:** On August 4, 2023, JCCS held their annual back-to-school meeting that focused on team building, behavioral health initiatives, and supporting at-risk youth. Guest speaker, Dr. Victor Rios, inspired staff by sharing his personal experience of being a former gang member, dropping out of high school, and being incarcerated as a juvenile. Despite these challenges, and with the support of caring educators, he earned his Ph.D. at the University of California, Berkeley and is currently a professor of sociology at the University of California, Santa Barbara. Fighting Back Santa Maria Valley presented strategies on how to promote resiliency with our youth and the importance of self-care for both staff and students.

**Bringing Mindfulness to JCCS:** JCCS is excited to announce the launch of Inner Explorer, a mindfulness-based social emotional learning program that can help improve the mental health and wellbeing of the entire school community. It builds life skills such as improved focus, compassion, gratitude, and self-regulation. Additionally, research shows that practicing mindfulness with students can also improve educators' stress and mental wellness. The program is a series of daily 5- to-10-minute mindfulness practices, focusing on strategies to help teachers and students reduce stress and learn to lead healthier lives. To emphasize the importance of journaling as a key strategy for mindfulness, the JCCS staff and students all received journals to use with their daily practice.

## **Santa Maria-Bonita School District Administrators Tour Peter B. FitzGerald**

**Community School:** JCCS Director Rene Wheeler, Associate Superintendent Bridget Baublits, and I provided the Santa Maria-Bonita School District leadership team a tour of Peter B. FitzGerald Community School on Friday, August 18, 2023. Dr. McDuffie, Superintendent, was joined by Maijue Lochungvu, Assistant Superintendent of Student Services, and Brian Zimmerman, Director of Student and Family Services, as they learned about the programs and services offered at FitzGerald Community School.

**Los Robles High School Graduation:** On Friday, August 18, 2023, Board Member Michelle de Werd and I attended the Los Robles High School graduation ceremony. The ceremony, coordinated by JCCS Director Rene Wheeler, was attended by more than 30 individuals representing SBCEO teaching staff, Probation, Behavioral Wellness, Med Path, Freedom for Youth, and the graduating youth's family members.

## **Student and Community Services (SCS)**

**Behavioral Health Learning Network:** The Student and Community Services Division is launching a new, countywide Behavioral Health Learning Network. The network will begin with focusing on some of the larger changes happening at the state level related to behavioral health services, providers, and system infrastructure through the Children and Youth Behavioral Health Initiative (CYBHI) and how that intersects with existing work across the county. The network's purpose is to support collaboration, systems thinking, and promote alignment of billing and referral infrastructure. We have invited all local educational agencies (LEAs) in the county to participate and to provide feedback

to better elevate and advocate for identified needs of our schools and unique communities. SCS Director Shannon Yorke will host quarterly meetings that will alternate between in-person and Zoom sessions, with our first meeting being held September 26 at Jonata Middle School in Buellton.

**Santa Barbara County School Safety Symposium:** The Santa Barbara County Education Office is hosting a two-day School Safety Symposium for school leaders and teams, early educators, law enforcement officials, first responders, and school resource officers. The symposium will explore timely topics such as preparing for crisis and emergencies, threat management, lessons learned from prior incidents, recovery after a traumatic experience, and training on the Standard Response Protocols. The participants will also receive updates on the comprehensive school safety plan components and will have time to discuss the updates with other participants.

**Day 1 - Active Shooter Threat Prevention & Response**

Date: Monday, September 25, 2023

Time: 7:45 a.m. - 4:00 p.m.

Location: SBCEO Auditorium

**Day 2 - Standard Response Protocols & Comprehensive School Safety Plan Development**

Date: October 9, 2023

Time: 7:45 a.m. - 4:45 p.m.

Location: SBCEO Auditorium

**Day 2 (REPEAT) - Standard Response Protocols & Comprehensive School Safety Plan Development**

Date: October 23, 2023

Time: 7:45 a.m. - 4:45 p.m.

Location: SBCEO Auditorium

**Narcan Training and Distribution:** SCS, in partnership with Behavioral Wellness (BWell) and Fighting Back Santa Maria Valley, continues to offer support and resources related to the opioid crisis, training for staff on the use of Narcan, and the distribution of Narcan. In early August, each LEA was provided information related to training and distribution. In addition, our internal programs that provide direct services to students will receive training in the use of Narcan.

**Transitional Youth Services (TYS)**

**Supporting District Foster and Homeless Youth Liaisons:** During the month of August, a detailed survey was sent to each of the districts' foster and homeless youth liaisons. The survey had two purposes: to gather information about the liaison's experience and training and as a needs assessment on the types of support and training the liaisons would like to see happen this upcoming year. The information from the survey will inform the agenda of upcoming meetings with liaisons.

TYS staff will follow up with an in-person visit to each district liaison during September. During this visit, staff will deliver a sample kit complete with the types of items that can be provided by TYS as support to the district when needed. The sample kit includes assorted school supplies, socks, water bottles, and feminine hygiene kits. During the visit with the liaisons, TYS will share an informational flier that includes the supports TYS provides, upcoming trainings, a link to the survey where additional training requests can be made, an introduction to the TYS program associates, contact information, and information about the McKinney-Vento Act and a related upcoming training.

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**My facilitation and/or attendance at recent countywide meetings and events (partial list):**

- 8/16 Partners in Education Executive Committee meeting; met with SBC First Five Executive Director Wendy Sims-Moten
- 8/18 KUHL radio live interview in Santa Maria; tour of SBCEO's Peter B. FitzGerald Community School with Dr. Darren McDuffie, superintendent of the Santa Maria-Bonita School District; SBCEO's Los Robles High School graduation
- 8/23 Met with the new superintendent/president of SBCC, Dr. Erika Endrijonas
- 8/28 SELPA JPA Board meeting
- 8/30 Facilitated a one-day Superintendents' Advance for school district superintendents
- 8/31 Facilitated meeting with Region 8 county superintendents of schools: Ventura, San Luis Obispo, and Kern counties
- 9/1 Partners in Education Board meeting





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Susan C. Salcido, Superintendent of Schools

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August 28, 2023

The Honorable Gustavo Lavayen  
Santa Barbara County Superior Court  
312 East Cook Street  
Santa Maria, CA 93454

Eva Macias, Foreperson  
Santa Barbara County Grand Jury  
[sbcgrandjury@sbcgj.org](mailto:sbcgrandjury@sbcgj.org)

**Re: 2022-23 Santa Barbara County Grand Jury Report on Cybersecurity for School Districts in Santa Barbara County**

Dear Judge Lavayen, Foreperson Macias, and Grand Jury Members,

The Santa Barbara County Education Office (SBCEO) appreciates the report brought forth by the Santa Barbara County Grand Jury, and the opportunity to spotlight the importance of cybersecurity in schools throughout our county.

SBCEO looks to serve as a support and resource to our county's schools and districts in the areas of cybersecurity, technology, and computer science. SBCEO agrees that more can and must be done to increase opportunities for education and training to safeguard school systems and sensitive data against cyberattacks.

Important to note is that per state law, local school districts and local school boards – and not county offices of education – have control and authority over their respective policies and practices, including those related to cybersecurity systems. Proposed [Assembly Bill 1023 \(Papan, D-San Mateo\)](#) would enhance school safety and data protection by requiring the California Cybersecurity Integration Center (Cal-CSIC) to provide direct cybersecurity assistance to TK-12 schools in the way it does government agencies, allowing schools to prepare for and respond to cyberattacks more effectively.

SBCEO recognizes the urgent and critical importance of cybersecurity education for schools. We look forward to continuing to support school leaders by increasing engagement around cybersecurity to protect school data and information systems.

Please find attached our response to the Grand Jury report.

Respectfully submitted,

Dr. Susan Salcido  
Santa Barbara County  
Superintendent of Schools



**Response to the 2022-23 Santa Barbara County Grand Jury Report  
on Cybersecurity for School Districts in Santa Barbara County,  
from the Santa Barbara County Education Office (SBCEO)**

**Finding 1**

Santa Barbara County school districts have not mandated formal cybersecurity training for school administrators, teachers, staff, and students.

**Recommendation 1**

That the Santa Barbara County Education Office require all school administrators, teachers, staff, and students who use district networks and computers (including laptops, iPads, and any other electronic media) receive formalized cybersecurity training at least once per year.

**SBCEO response:** Disagree partially

“Santa Barbara County school districts” (of which there are 20 districts, plus 10 charter schools) each have a local superintendent and school board that determine the types of training it requires beyond what is mandated by law. The Santa Barbara County Education Office does not have jurisdiction over school districts’ policies and practices, including the training they provide. Therefore, SBCEO cannot mandate formal cybersecurity training for districts. However, along with continuing to provide updates and information through quarterly countywide E-Safety meetings for school districts, SBCEO looks to leverage expertise through the creation of a new countywide school technology advisory committee. The committee will identify resources and recommend policies and procedures for school leaders around cybersecurity, reporting programs, and threat assessments.

**Finding 2**

Santa Barbara County school districts have not required the use of multi-factor authentication.

**Recommendation 2**

That the Santa Barbara County Education Office require multi-factor authentication for anyone logging onto the districts' networks.

**SBCEO response:** Disagree partially

SBCEO agrees that multi-factor authentication is an important tool for safeguarding personal data. SBCEO will use multi-factor authentication for its networks and applications. Santa Barbara County school districts locally determine their level(s) of security authentication.

**Finding 3**

That some Santa Barbara County school districts are not adequately insured for losses arising from cybersecurity incidents, not insured for cybersecurity or lack sufficient coverage limits.

**Recommendation 3a**

That the Santa Barbara County Education Office purchase cyber insurance that will provide limits of between \$1-2 million for each district.

**Recommendation 3b**

That the Santa Barbara County Education Office require contribution of funds from all districts.

**Response to the 2022-23 Santa Barbara County Grand Jury Report  
on Cybersecurity for School Districts in Santa Barbara County,  
from the Santa Barbara County Education Office (SBCEO)**

**SBCEO response:** Disagree partially

SBCEO recommends that school districts carry a minimum of \$2 million in cybersecurity incident insurance. Each Santa Barbara County school district makes local and independent decisions as to whether to carry cybersecurity incident insurance, and if so, how much.

**Finding 4**

That the districts fail to report cyber-attacks.

**Recommendation 4**

That the Santa Barbara County Education Office require districts to report cyber-attacks.

**SBCEO response:** Disagree partially

Local districts report cyberattacks to various sources as are required by law and are not required to report attacks to county offices of education. While districts voluntarily report cyber-related attacks to the county education office, districts routinely report to their insurance company, legal counsel, local law enforcement, the California Cybersecurity Integration Center, and follow mandatory protocol by notifying individuals whose personally identifying information has been compromised.

**Finding 5**

Although some district IT members meet from time to time to discuss recent cyber updates, problems, and problem resolution, attendance is voluntary and many rarely attend.

**Recommendation 5a**

That the Santa Barbara County Education Office issue a written policy requiring collaboration amongst school district IT staff.

**Recommendation 5b**

That the Santa Barbara County Education Office issue a written policy requiring IT staff to attend regularly scheduled meetings at least four times per year.

**SBCEO response:** Disagree partially

A district's IT team and its members meet as required by their local administration. SBCEO does not have the authority to require collaboration amongst independent school districts' IT staff or require districts' IT staff to attend external meetings. However, SBCEO convenes voluntary quarterly countywide IT meetings each year. SBCEO looks to increase our efforts to provide timely and relevant information to school IT staff and administrators to support their needs and efforts. In addition to continuing to provide updates and information through quarterly countywide E-Safety meetings, SBCEO looks to leverage expertise through the creation of a new countywide school technology advisory committee. The committee will identify resources and recommend policies and procedures for school leaders around cybersecurity, reporting programs, and threat assessments.

# Consent Agenda



## **SANTA BARBARA COUNTY BOARD OF EDUCATION**

4400 Cathedral Oaks Road  
P.O. Box 6307  
Santa Barbara, CA 93160-6307

**REGULAR MEETING**  
August 3, 2023 – 2:00 p.m.

### **MINUTES**

#### **UNAPPROVED**

#### **GENERAL FUNCTIONS**

##### **1. Call to Order**

The regular meeting of the County Board of Education was called to order at 2:02 p.m. by Board President Judy Frost.

##### **2. Spanish Interpretation/Interpretación**

Spanish interpretation of the board meeting was announced.

##### **3. Pledge of Allegiance**

Board Vice President Porter led the Pledge of Allegiance.

##### **4. Roll Call**

###### Board Members Present

Marybeth Carty  
Michelle de Werd  
Nadra Ehrman  
Judith Frost  
Joe Howell  
Bruce Porter

###### Board Members Absent

Maggi Daane

### Staff Members Present

Susan Salcido, superintendent  
Chelsea Olson Murphy, legal counsel  
Anna Freedland, executive assistant

Ellen Barger	Nicole Evenson	Luis Medina	Rene Wheeler
Camie Barnwell	Mary-Beth Gallas	Sheryl Pognant	
Bridget Baublits	Debra Hood	Amy Ramos	

### Others Present

ShaKenya Edison, assistant superintendent, Santa Barbara Unified School District  
Hugo Santos-Gomez, interpreter  
John Schettler, executive director, Santa Barbara Unified School District  
John Torres, A/V technician consultant, CompuVision  
Stephen Watson, interpreter  
Parents of Students T24-01, T24-02, T24-03, T24-04, and T24-05, and some family members

## **5. Changes to the Agenda**

The president announced a change related to the board meeting and shared correspondence to the board from Board Member Maggi Daane. The letter explained reasons for Ms. Maggi Daane's absence from the board meeting. The superintendent reported that SBCEO would arrange for north county participation when Ms. Daane could join future board meetings. The superintendent and the president wished Ms. Daane the very best as she continued to deal with her personal matters.

## **6. President and Board Comments**

The president and board members commented on various topics, including:

- The president invited the superintendent to introduce the legal counsel present at the board meeting. Dr. Salcido introduced Chelsea Olson Murphy from the law firm Lozano Smith, who would provide legal counsel for the board during the interdistrict attendance appeal hearings occurring at the board meeting.
- Board Member Carty commented on SBCEO's Welcome Every Baby (WEB) program. The program was discontinued at SBCEO at the end of June due to the program delivery model and sustainable funding, however, Planned Parenthood of California Central Coast emerged as a viable candidate to take the program over in the future.
- Board Member de Werd shared that she attended the budget perspectives workshop about the 2023-24 state budget, and the Cuyama Valley High

School graduation; and shared about: the California County Boards of Education (CCBE) Annual Conference in September in Monterey and California School Boards Association (CSBA) Annual Education Conference in November in San Francisco; legislative action committees for the CSBA and the CCBE working together this past year; and that the governor recently signed a bill about screening for reading difficulties in grades K-2.

## **7. Public Comments**

None.

## **ACTION ITEM**

### **8. Interdistrict Attendance Appeal Hearings**

Individual requests for interdistrict attendance appeal hearings were filed for students T24-01, T24-02, T24-03, T24-04, and T24-05. In each of these cases, the appeal resulted from the denial by the Santa Barbara Unified School District of a request for an interdistrict transfer to attend the Santa Barbara Unified School District. The appeal hearings were heard in open session except in those cases where a request was made for the appeal to take place in closed session. Appeal hearings may be heard in closed session to protect pupil confidentiality under state and federal law.

The hearings began at 2:12 p.m. Board President Frost presided. Director of Child Welfare and Attendance Services Rene Wheeler provided introductory comments.

Present at all hearings were: Board members, County Superintendent of Schools Dr. Susan Salcido, board legal counsel Chelsea Olson Murphy, Director of Child Welfare and Attendance Services Rene Wheeler, Associate Superintendent of Student and Community Services Bridget Baublits, Executive Assistant Anna Freedland, Santa Barbara Unified School District Assistant Superintendent ShaKenya Edison, and Santa Barbara Unified School District Executive Director John Schettler.

#### Student T24-01

The parents of Student T24-01 were present. The hearing began at 2:12 p.m.

After hearing statements by both the appellant and the respondent school district, Board President Frost declared the hearing closed for board deliberations.

MOTION on Student T24-01: Uphold the decision of the Santa Barbara Unified School District and deny the interdistrict transfer.

**MOVED: Mr. Howell**

**SECONDED: Mrs. de Werd**

**Ayes: Carty / de Werd / Ehrman / Frost / Howell**

**Noes: Porter**

**Absent: Daane**

**Abstain: None**

**VOTE: Motion Passed 5-1-1-0**

The hearing concluded at 2:40 p.m.

**Student T24-02**

The parents of Student T24-02 were present. The hearing began at 2:41 p.m.

After hearing statements by both the appellant and the respondent school district, Board President Frost declared the hearing closed for board deliberations.

MOTION # 1 on Student T24-02: Uphold the decision of the Santa Barbara Unified School District and deny the interdistrict transfer.

**MOVED: Mr. Howell**

**SECONDED: n/a**

**VOTE: n/a**

The above motion did not receive a second. The board then made the following motion:

MOTION # 2 on Student T24-02: Reverse the decision of the Santa Barbara Unified School District and approve the interdistrict transfer.

**MOVED: Mrs. de Werd**

**SECONDED: Mr. Porter**

**Ayes: Porter**

**Noes: Carty / de Werd / Ehrman / Frost / Howell**

**Absent: Daane**

**Abstain: None**

**VOTE: Motion Failed 1-5-1-0**

The board upheld the decision of the Santa Barbara Unified School District and denied the interdistrict transfer for Student T24-02.

The hearing concluded at 3:27 p.m.

**Student T24-03 (Closed Session)**

The parents of Student T24-03 were present and had previously requested a closed session hearing. The board moved to closed session and the hearing began at 3:33 p.m.

After hearing statements by both the appellant and the respondent school district, Board President Frost declared the hearing closed for board deliberations.

MOTION on Student T24-03: Uphold the decision of the Santa Barbara Unified School District and deny the interdistrict transfer.

MOVED: **Mr. Howell**

SECONDED: **Mrs. Carty**

**Ayes: Carty / de Werd / Frost / Howell / Porter**

**Noes: Ehrman      Absent: Daane      Abstain: None**

**VOTE: Motion Passed 5-1-1-0**

The hearing concluded at 3:56 p.m.

Student T24-04 (Closed Session)

The parents of Student T24-04 were present and had previously requested a closed session hearing. The board remained in closed session and the hearing began at 4:04 p.m.

After hearing statements by both the appellant and the respondent school district, Board President Frost declared the hearing closed for board deliberations.

MOTION on Student T24-04: Reverse the decision of the Santa Barbara Unified School District and approve the interdistrict transfer.

MOVED: **Mr. Porter**

SECONDED: **Mr. Howell**

**Ayes: Carty / de Werd / Ehrman / Frost / Howell / Porter**

**Noes: None      Absent: Daane      Abstain: None**

**VOTE: Motion Passed 6-0-1-0**

The hearing concluded at 4:28 p.m.

Student T24-05 (Closed Session)

The parent of Student T24-05 was present and had previously requested a closed session hearing. The board remained in closed session and the hearing began at 4:33 p.m.

After hearing statements by both the appellant and the respondent school district, Board President Frost declared the hearing closed for board deliberations.



MOTION on Student T24-05: Uphold the decision of the Santa Barbara Unified School District and deny the interdistrict transfer.

MOVED: **Mr. Howell**

SECONDED: **Mrs. Carty**

**Ayes: Carty / de Werd / Ehrman / Frost / Howell**

**Noes: Porter**

**Absent: Daane**

**Abstain: None**

**VOTE: Motion Passed 5-1-1-0**

The hearing concluded at 4:53 p.m.

The board adjourned for a brief recess at 4:54 p.m. The board reconvened at 5:03 p.m. in open session and reported the board actions taken in closed session for Students T24-03, T24-04, and T24-05.

## **PUBLIC HEARING**

### **9. Public Hearing on Textbook and Instructional Materials Compliance**

The public hearing was opened at 5:05 p.m. regarding the Santa Barbara County Education Office's compliance with regulations regarding the availability of textbooks and instructional materials as required by the Williams Case Settlement. With no comments from the public, the public hearing was closed at 5:06 p.m.

## **ACTION ITEM**

### **10. Recommended Adoption of Resolution Regarding Textbook and Instructional Materials Compliance**

The board adopted Resolution No. 2401, the Santa Barbara County Education Office's compliance with regulations regarding the availability of textbooks and instructional materials as required by the Williams Case Settlement.

**Ayes: 6**

**Noes: 0**

**Absent: 1**

**Abstain: 0**

MOVED: **Mrs. Carty**

SECONDED: **Mr. Howell**

VOTE: **Passed 6-0-1-0**

## **SUPERINTENDENT'S REPORT**

### **11. Superintendent's Report**

The superintendent's report was presented as an information item. The superintendent provided an update on one item in the report – the JCCS graduations. Dr. Salcido reported that the August 8 graduation at Dos Puertas

School was no longer happening because the courts dismissed the student (the student graduated).

The superintendent also briefly reported on the following items:

- Temporary closure of Los Robles High School at Los Prietos Boys Camp, for a week, starting on Sunday, due to a water line issue. The high school would temporarily relocate to the Juvenile Justice Center in Santa Maria.
- Dr. Salcido thanked the board for their work during the interdistrict attendance appeal hearings. She also thanked SBCEO staff.
- The superintendent mentioned the I Madonnari notecards at board member places.

## **CONSENT AGENDA**

The board approved all consent items:

### **12. Minutes of Meeting Held June 1, 2023**

### **13. Minutes of Meeting Held June 9, 2023**

### **14. Registration of Credentials and Other Certification Documents: Issuance of Temporary County Certificates**

Registration of credentials and other certification documents registered in the Santa Barbara County Education Office from May 7, 2023 to July 6, 2023, and the issuance of temporary county certificates for that same time period.

### **15. Acceptance of Donations**

Acceptance of donations for the following department:

- Teacher Programs and Support

### **16. Declaration of Surplus**

Declaration of surplus for the following departments:

- Curriculum and Instruction
- Child Care Planning Council (Early Care and Education)
- Communications
- Early Care and Education
- Health Linkages
- Information Technology Services
- Internal Services

- North County Office
- School Business Advisory Services
- Special Education
- Superintendent's Office
- Teacher Programs and Support
- Transitional Youth Services

**17. Issuance of High School Graduation Diploma**

Issuance of a high school graduation diploma to the following students:

*Dos Puertas School*

- Student CSIS # 8974817392 – May 26, 2023
- Student CSIS # 9390328470 – June 30, 2023

Motion to approve all consent items:

MOVED: **Mr. Porter**

SECONDED: **Mrs. Carty**

VOTE: **Passed 6-0**

**ACTION ITEM**

**18. Reimburse Expenses for Board Members to Attend the California County Boards of Education (CCBE) Annual Conference, September 2023**

The board approved the reimbursement of actual and necessary expenses for board members to attend the California County Boards of Education (CCBE) Annual Conference, September 8-10, 2023, in accordance with board policy 9250.

MOVED: **Mrs. de Werd**

SECONDED: **Mrs. Carty**

VOTE: **Passed 6-0**

**INFORMATION ITEMS**

**19. Personnel Report**

The certificated and classified personnel reports were presented as an information item.

**20. Williams Uniform Complaints Quarterly Report**

The Williams Uniform Complaints Quarterly Report indicating no complaints filed for the period of March 16, 2023 through June 15, 2023, for Juvenile Court and Community Schools, and Special Education, was presented to the board as an information item.

**21. Correspondence**

May 23, 2023 correspondence from the California Department of Education confirming acceptance of the Santa Barbara County Education Office 2022-23 Second Interim Report was presented as an information item.

**FUTURE AGENDA ITEMS**

**22. Future agenda items**

The following was mentioned as a potential future agenda item:

- Presentation by the Partners in Education program

**ADJOURNMENT**

**23. Adjournment**

The meeting was adjourned at 5:13 p.m. to the next regular meeting to be held September 7, 2023.

MOVED: **Ms. Ehrman**

SECONDED: **Mr. Howell**

VOTE: **Passed 6-0**

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Judith Frost, President  
County Board of Education

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Dr. Susan Salcido, Secretary  
County Board of Education



# Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307  
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

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## **Santa Barbara County Board of Education**

### **Credentials report pertaining to credentialed personnel, employed by local educational agencies across Santa Barbara County**

#### **Registration of Credentials or Other Certification Documents**

The Santa Barbara County Education Office (SBCEO) registers credentials provided to all individuals throughout Santa Barbara County who have been issued credentials and permits by the California Commission on Teacher Credentialing (CCTC). (*Education Code § 44332.5*)

The content in this section of the report is informational.

#### **Issuance of Temporary County Certificates**

Temporary County Certificates (TCC) are issued by SBCEO to individuals during the interim period from when they apply for a credential with the California Commission on Teacher Credentialing to when they are issued or denied the official credential.

A TCC allows an individual to actively work and be paid for service in those positions for which the credential is required while they await final clearance of their credential or permit.

Temporary County Certificates must be approved by the County Board of Education. (*Education Code § 44332*)

**Registration of Credentials or Other Certification Documents  
Issuance of Temporary County Certificates  
July 7, 2023 - August 6, 2023**

<u>Name</u>		<u>Type of Credential / Permit</u>
<b>Expiration Date: 2023</b>		
Veronika	Aleiner	Single Subject Teaching Credential
Sasha	Barnes	30-Day Substitute Teaching Permit
Shari	Perlstein	30-Day Substitute Teaching Permit
<b>Expiration Date: 2024</b>		
Efrain	Alvarez	30-Day Substitute Teaching Permit
Thomas	Banducci	Multiple Subject Teaching Credential
Thomas	Banducci	Education Specialist Instruction Credential
Lynn	Barron	30-Day Substitute Teaching Permit
Michael	Beals	30-Day Substitute Teaching Permit
Swapna	Birdsall	30-Day Substitute Teaching Permit
Kimberly	Blanchard	30-Day Substitute Teaching Permit
Ashley	Bluem	30-Day Substitute Teaching Permit
Derald	Bolusan	30-Day Substitute Teaching Permit
Lori	Bormes	30-Day Substitute Teaching Permit
Lorena	Castaneda	30-Day Substitute Teaching Permit
Charles	Cathcart	30-Day Substitute Teaching Permit
Ellis	Dandee	30-Day Substitute Teaching Permit
Laura	Derickson	30-Day Substitute Teaching Permit
Shari	Eldridge	30-Day Substitute Teaching Permit
Cole	Elliott	30-Day Substitute Teaching Permit
Julia	Fraas	30-Day Substitute Teaching Permit
Brenna	Fraker	30-Day Substitute Teaching Permit
Robert	Fuss	Single Subject Teaching Credential
Jaime	Garcia	30-Day Substitute Teaching Permit
Shari	Garcin	30-Day Substitute Teaching Permit
Kerry	Gilligan	30-Day Substitute Teaching Permit
Marjorie	Gilstrap	30-Day Substitute Teaching Permit
Mayra	Gomez	30-Day Substitute Teaching Permit
Vanessa	Gonzales	Short-Term Staff Permit
Alexandra	Hahlbeck	Specialist Instruction Credential (Agriculture)
Madeleine	Harris	30-Day Substitute Teaching Permit
Fatima	Hernandez	30-Day Substitute Teaching Permit
Michael	Hernandez	30-Day Substitute Teaching Permit
Yvette	Hernandez	30-Day Substitute Teaching Permit

Calvin	Hoang	30-Day Substitute Teaching Permit
Mindy	Hoskins	Multiple Subject Teaching Credential
Michelle	Hughes	30-Day Substitute Teaching Permit
Rivelle	Jauregui	30-Day Substitute Teaching Permit
Kristen	Johnson	30-Day Substitute Teaching Permit
William	Johnson	30-Day Substitute Teaching Permit
Dorothy	Kates	Administrative Services Credential
Gregory	Kornman	30-Day Substitute Teaching Permit
Tamara	Lawton	30-Day Substitute Teaching Permit
Kimberly	Lewis	30-Day Substitute Teaching Permit
Tyler	Lobenber	30-Day Substitute Teaching Permit
Alexander	Lohr	30-Day Substitute Teaching Permit
Glynda	Maddaleno	Administrative Services Credential
Brent	Matschke	30-Day Substitute Teaching Permit
Lucia	Mejia	Administrative Services Credential
Alyson	Metcalfe	30-Day Substitute Teaching Permit
Ken	Mishima	30-Day Substitute Teaching Permit
Robert	Mummery	30-Day Substitute Teaching Permit
Ana	Olsen	30-Day Substitute Teaching Permit
Jonathan	Osborne	Short-Term Staff Permit
Maynard	Pilapil	30-Day Substitute Teaching Permit
Hayley	Renteria	30-Day Substitute Teaching Permit
Abrahan	Rico	Provisional Internship Permit
Roderick	Robles	30-Day Substitute Teaching Permit
Christina	Rodriguez	30-Day Substitute Teaching Permit
Leonard	Rodriguez	30-Day Substitute Teaching Permit
Fred	Romano	30-Day Substitute Teaching Permit
Paloma	Salgado	30-Day Substitute Teaching Permit
Patricia	Sazani	30-Day Substitute Teaching Permit
Jennifer	Sherlock	30-Day Substitute Teaching Permit
Suzanne	Sichi	30-Day Substitute Teaching Permit
Steve	Sortino	30-Day Substitute Teaching Permit
Talia	Upchurch	30-Day Substitute Teaching Permit
Ronald	Van Sant	Pupil Personnel Services Credential
Uriah	Venegas	30-Day Substitute Teaching Permit
Nhung	Vong	30-Day Substitute Teaching Permit
Alan	Wells	30-Day Substitute Teaching Permit
Sayra	Wence	30-Day Substitute Teaching Permit
Kelsey	Wight	30-Day Substitute Teaching Permit
Lisa	Wilkinson	30-Day Substitute Teaching Permit
Atsuko	Wolcott	30-Day Substitute Teaching Permit
Garrett	Workman	30-Day Substitute Teaching Permit
Cynthia	Zamora	30-Day Substitute Teaching Permit
Nora	Zepeda	Specialist Teaching Permit in ECE

**Expiration Date: 2025**

Judith	Bergmann	Multiple Subject Teaching Credential
Ryan	Brayley	Single Subject Teaching Credential
Katelyn	Cook	Speech-Language Pathology Services Credential
Ezra	Danley	30-Day Substitute Teaching Permit
Tracy	Duvall	Single Subject Teaching Credential
Paul	Hiracheta	Single Subject Teaching Credential
Breanna	Ibarra	Multiple Subject Teaching Credential
Cristopher	Lapp	30-Day Substitute Teaching Permit
Erin	Mitchell	Multiple Subject Teaching Credential
Melissa	Moore	Multiple Subject Teaching Credential
Cristina	Rivas	Multiple Subject Teaching Credential
Mercy	Sherman	Single Subject Teaching Credential
Kristen	Smith	Multiple Subject Teaching Credential
Yareli	Solis	Education Specialist Instruction Credential
Erika	Wollenman	Multiple Subject Teaching Credential

**Expiration Date: 2026**

Shannon	Balan	Multiple Subject Teaching Credential
Liliana	Becerra	Education Specialist Instruction Credential
Michelle	Clinard	Multiple Subject Teaching Credential
Melissa	Ewart	Administrative Services Credential
David	Fleming	Single Subject Teaching Credential
Danielle	Gaspar	Multiple Subject Teaching Credential
Alexandra	Hahlbeck	Single Subject Teaching Credential
Stacey	Houdyshell	Education Specialist Instruction Credential
Marc	Issari	Multiple Subject Teaching Credential
Briana	Ramirez	Pupil Personnel Services Credential
Patricia	Rousseve	Multiple Subject Teaching Credential
Jason	Simonson	Multiple Subject Teaching Credential
Susan	Stever	Education Specialist Instruction Credential
Mackenzie	Urbanowicz	Career Technical Education Teaching Credential
Yvonne	Villanueva	Administrative Services Credential
Yvonne	Villanueva	Education Specialist Instruction Credential
Joseph	Younger	Single Subject Teaching Credential

**Expiration Date: 2027**

Diana	Aiello	Pupil Personnel Services Credential
Diana	Aiello	Multiple Subject Teaching Credential
Julia	Allen	Multiple Subject Teaching Credential
Rita	Beynon	Administrative Services Credential
Elizabeth	Brockett	Single Subject Teaching Credential



Jesus	Campos	Administrative Services Credential
Deanna	Castellanos	Pupil Personnel Services Credential
Martin	Cook	Administrative Services Credential
Randi	Elmore	Multiple Subject Teaching Credential
Rebecca	Fray	Multiple Subject Teaching Credential
Cory	Houdyshell	Multiple Subject Teaching Credential
Kevin	Ilac	Administrative Services Credential
Linda	Leonard	Administrative Services Credential
Yessenia	Munoz	Single Subject Teaching Credential
Merrie	Okie	Administrative Services Credential
Jennie	Openshaw	Multiple Subject Teaching Credential
Laurinda	Rivera	Education Specialist Instruction Credential
Christina	Ungefug	Multiple Subject Teaching Credential

**Expiration Date: 2028**

Tuba	Abbasi	Pupil Personnel Services Credential
Adrienne	Adam	Multiple Subject Teaching Credential
Sky	Adams	Single Subject Teaching Credential
Benjamin	Alberry	Education Specialist Instruction Credential
Laura	Alexander	General Junior High Teaching Credential
Laura	Alexander	Special Credential for Teaching Exceptional Children
Brooke	Allen	Pupil Personnel Services Credential
Chyelin	Andreadakis	Pupil Personnel Services Credential
Michael	Andreadakis	Pupil Personnel Services Credential
Tyler	Anglim	Pupil Personnel Services Credential
Jeffrey	Ashton	Single Subject Teaching Credential
Emily	Baker	Pupil Personnel Services Credential
Jennifer	Balaishis	Administrative Services Credential
Jennifer	Balaishis	Single Subject Teaching Credential
Thomas	Banducci	Pupil Personnel Services Credential
Katelyn	Barbarick	Single Subject Teaching Credential
Xochitl	Barragan	Multiple Subject Teaching Credential
Jennifer	Barton	Multiple Subject Teaching Credential
Shandee	Bayne	Multiple Subject Teaching Credential
Liliana	Becerra	Multiple Subject Teaching Credential
Kristina	Benitez	Education Specialist Instruction Credential
John	Bergmann	Single Subject Teaching Credential
Ryan	Blasena	Education Specialist Instruction Credential
Christina	Bowman	Multiple Subject Teaching Credential
Amy	Boyle	Multiple Subject Teaching Credential
Sherri	Bryan	Teacher Librarian Services Credential
Sherri	Bryan	Single Subject Teaching Credential
Merial	Buikema	Multiple Subject Teaching Credential
Wilhelmina	Burford	School Nurse Services Credential
Julie	Cadena	Multiple Subject Teaching Credential

Anthony	Califano	Single Subject Teaching Credential
Rina	Campos	Pupil Personnel Services Credential
Rebecca	Carlisle	Pupil Personnel Services Credential
James	Christie	Multiple Subject Teaching Credential
Bridgette	Clyne	Single Subject Teaching Credential
Elizabeth	Cortez	Administrative Services Credential
Madalynn	Cross	Pupil Personnel Services Credential
Oliver	Curley	Multiple Subject Teaching Credential
Susana	Del Toro	Child Development Program Director Permit
Angela	Doyle	Multiple Subject Teaching Credential
Lori	Dunn	Education Specialist Instruction Credential
Andres	Duran	Administrative Services Credential
Andres	Duran	Multiple Subject Teaching Credential
Meghan	Evans	Speech-Language Pathology Services Credential
Rebecca	Fray	Pupil Personnel Services Credential
Liam	Gallagher	Single Subject Teaching Credential
Denicia	Gills	Multiple Subject Teaching Credential
Jennifer	Griffith	Multiple Subject Teaching Credential
Leigh	Groshart	Multiple Subject Teaching Credential
Allison	Grupe	Child Development Master Teacher Permit
Amy	Guerra	Single Subject Teaching Credential
Amy	Guerra	Specialist Instruction Credential (Agriculture)
Jennifer	Hale	Multiple Subject Teaching Credential
Brian	Hook	Pupil Personnel Services Credential
Armando	Hurtado	Pupil Personnel Services Credential
David	Ibsen	Single Subject Teaching Credential
Tamatha	Jimenez	Multiple Subject Teaching Credential
JoLynn	John	Single Subject Teaching Credential
Alicia	Johnson	Multiple Subject Teaching Credential
Arutyun	Kadyan	Single Subject Teaching Credential
Sara	Kaplowitz	Single Subject Teaching Credential
Sara	Kaplowitz	Multiple Subject Teaching Credential
Elizabeth	Karamitsos	Multiple Subject Teaching Credential
Karin	Kelemen	Child Development Master Teacher Permit
Elissa	Killam	Speech-Language Pathology Services Credential
Susan	Kipp	Single Subject Teaching Credential
Miranda	Lahr	Single Subject Teaching Credential
Tracy	Levey	Single Subject Teaching Credential
Misha	Lewis	Multiple Subject Teaching Credential
Maria	Licon	Multiple Subject Teaching Credential
Sarah	LoPresti	Multiple Subject Teaching Credential
Heather	Magner	Teacher Librarian Services Credential
Heather	Magner	Single Subject Teaching Credential
Carmen	Martinez	Child Development Teacher Permit
Darlene	Martinez	Child Development Teacher Permit
Jisela	Martinez	Multiple Subject Teaching Credential
Renee	Mason	Multiple Subject Teaching Credential

Latosha	Massey	Multiple Subject Teaching Credential
Latosha	Massey	Education Specialist Instruction Credential
Jennifer	Maxwell	Multiple Subject Teaching Credential
Jacqueline	McDonough	Child Development Program Director Permit
Chad	McKenzie	Single Subject Teaching Credential
Dayna	McMullan	Single Subject Teaching Credential
Tamra	Merritt	Single Subject Teaching Credential
Jacqueline	Meyer	Single Subject Teaching Credential
Nora	Miller	Multiple Subject Teaching Credential
Gregory	Montijo	Multiple Subject Teaching Credential
Laurie	Moore	Multiple Subject Teaching Credential
Laurie	Moore	Specialist Instruction Credential in Special Education
Melissa	Moore	Single Subject Teaching Credential
Tristan	Moore	Single Subject Teaching Credential
Judith	Morris	Single Subject Teaching Credential
Brianna	Mosby	Single Subject Teaching Credential
Chaun	Muir	Single Subject Teaching Credential
Chaun	Muir	Specialist Instruction Credential in Special Education
Bailey	Needham	Pupil Personnel Services Credential
Marc	Nicolas	Single Subject Teaching Credential
Amanda	Ordonez	Multiple Subject Teaching Credential
Rogelio	Ordonez	Single Subject Teaching Credential
Patricia	Ortiz	Multiple Subject Teaching Credential
Carrie	Padfield	Multiple Subject Teaching Credential
Erika	Palacios	Pupil Personnel Services Credential
Lara	Papworth	Multiple Subject Teaching Credential
Matthew	Paradis	Single Subject Teaching Credential
Diego	Patricio	Single Subject Teaching Credential
Kellie	Pearson	Multiple Subject Teaching Credential
Emily	Peck	Single Subject Teaching Credential
Cynthia	Pereira	Pupil Personnel Services Credential
Ashlee	Perlitsch	Multiple Subject Teaching Credential
Sherry	Peterson	Multiple Subject Teaching Credential
Kenneth	Petronis	Multiple Subject Teaching Credential
Sierra	Puntorno	Single Subject Teaching Credential
Ramona	Ramirez	Pupil Personnel Services Credential
Magdalena	Ramos	Child Development Program Director Permit
Casey	Reck	Single Subject Teaching Credential
Sara	Richardson	Single Subject Teaching Credential
Holly	Romine	Pupil Personnel Services Credential
Christine	Rosness	Multiple Subject Teaching Credential
Doreen	Savey	Multiple Subject Teaching Credential
Bethany	Schacherer	Education Specialist Instruction Credential
Amy	Schnabel	Multiple Subject Teaching Credential
Christine	Sendejas	Multiple Subject Teaching Credential
Jason	Simonson	Education Specialist Instruction Credential
Kristin	Stark	Education Specialist Instruction Credential

Steven	Stewart	Single Subject Teaching Credential
Darcy	Swords	Multiple Subject Teaching Credential
Paulina	Tarr	Single Subject Teaching Credential
Joshua	Tenhet	Administrative Services Credential
Joshua	Tenhet	Single Subject Teaching Credential
Sharon	Tomasi	Multiple Subject Teaching Credential
Lourdes	Torres	Multiple Subject Teaching Credential
Lindsay	Twisselman	Multiple Subject Teaching Credential
Mariana	Valdovinos	Pupil Personnel Services Credential
Elizabeth	Valles	Multiple Subject Teaching Credential
Marion	Vasquez	Pupil Personnel Services Credential
Nanette	Verkaik	Single Subject Teaching Credential
Cecilia	Walker	Single Subject Teaching Credential
Jessica	Willis	Multiple Subject Teaching Credential
Lindsay	Woodard	Multiple Subject Teaching Credential
Rhonda	Yager	Multiple Subject Teaching Credential
Kanica	Yiep	Single Subject Teaching Credential

**Expiration Date: 2029**

Michael	Acton	Multiple Subject Teaching Credential
Dorothy	Kates	Pupil Personnel Services Credential
Ann	Wirtz	Career Technical Education Teaching Credential

**Certificates of Competence**

Sherri	Bryan	Educator Authorization
John	Calandro	Certificate of Completion of Staff Development
Allie	Doerksen	Crosscultural, Language, & Academic Devel Cert
Robert	Fuss	Crosscultural, Language, & Academic Devel Cert
Mindy	Hoskins	Crosscultural, Language, & Academic Devel Cert
Jacqueline	Meyer	Crosscultural, Language, & Academic Devel Cert
Jenna	Nicoll	Educator Authorization
Susan	Stever	Crosscultural, Language, & Academic Devel Cert

NameType of Credential / Permit**Temporary County Certificates**

Jasmine	Boneck	Pupil Personnel Services Credential
Candace	Cheney	Short-Term Staff Permit
Anna	Dunning	Short-Term Staff Permit
Elvia	Escalante	Short-Term Staff Permit
Lukas	Grassle	Provisional Internship Permit
Dawn	Manalo	Pupil Personnel Services Credential
Casey	McKeen	Administrative Services Credential
Ourania	Moore	Short-Term Staff Permit



# Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307  
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

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**Santa Barbara County Board of Education**  
**Recommended Approval for Acceptance of Donations**  
September 7, 2023

**SBCEO**

- Yamaha upright piano from former County Board of Education Member Dr. Richard (Dick) Fulton

**Teacher Programs and Support**

*A Salute to Teachers event*

- \$2,500 from ExxonMobil
- \$3,500 from Santa Barbara City College
- \$3,500 from Santa Barbara City College Foundation
- \$7,000 from Fielding Graduate University
- \$7,000 from Melfred Borzall, Inc.
- \$17,500 from Cox Communications

*Teachers Network Grants*

- \$6,700 from Santa Barbara Teachers Federal Credit Union



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Susan C. Salcido, Superintendent of Schools

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**Santa Barbara County Board of Education**  
**Recommended Approval for Declaration of Surplus**  
September 7, 2023

**Career Technical Education**

- SB 20865 Audio Visual System

**Early Care and Education**

- SB 21319 Kyocera DuraXV Extreme Mobile Phone
- SB 19832 Home Depot Storage Shed

**Partners In Education**

- SB 19070 Hewlett Packard Color Laser Printer
- SB 19868 Hewlett Packard Color Laser Jet 500 MSS1 Printer

**The value of items listed above does not exceed \$25,000.**

# Action Items





# Santa Barbara County Education Office

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Susan C. Salcido, Superintendent of Schools

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## **Santa Barbara County Board of Education Recommended Approval for Project Grant/Funding Application**

<b>Department initiating grant:</b>	Student and Community Services
<b>Director or individual responsible:</b>	Bridget Baublits, Associate Superintendent
<b>Grant period (from-to):</b>	July 1, 2023 – June 30, 2024
<b>Granting agency:</b>	California Department of Education Consolidated Programs Management Unit
<b>Amount of funding requested:</b>	Various
<b>Brief description of project:</b>	

The purpose of the 2023-24 Application for Funding for Consolidated Categorical Programs is to declare the intent of the Santa Barbara County Education Office to apply for 2023-24 funding.

The following information is included in the application:

- 1) Participate in 2023-24 Consolidated Program
  - a) Title I-D
  - b) Title II-A
- 2) Certification of Assurances
- 3) School Improvement and Professional Development
- 4) Report of Title I facilities, students served, outcomes, and academic performance
- 5) Expenditure reports of 2021-22 and 2022-23 for select Federal programs
- 6) Homeless Education policy, requirements, and implementation

State of California

# MULTIPLE AWARD SCHEDULE

NON-MANDATORY

## KYA Services, LLC

CMAS NUMBER:	<b>4-20-78-0089C</b>
SUPPLEMENT NUMBER:	4
CMAS TERM DATES:	02/26/2020 through 02/10/2025
EFFECTIVE DATE:	07/12/2023
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE CMAS TERMS & CONDITIONS:	<u>March 1, 2023</u>
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 #:	<u>47QSMA20D08P7</u>
BASE SCHEDULE HOLDER:	KYA Services LLC
PROGRAM ANALYST	John Dickinson <u><a href="mailto:John.Dickinson@dgs.ca.gov">John.Dickinson@dgs.ca.gov</a></u>

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, removal, disposal, preparation, installation, maintenance, and repair of park and playground equipment, commercial flooring, pre-engineered and prefabricated buildings and structures for storage solutions, hardware and tools, heating, ventilation, and air conditioning, energy-efficient lighting, power distribution equipment, complete daycare, preschool and classroom solutions, and signs. (See pages 4 through 10 for the job titles and restrictions applicable to this CMAS.)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

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

Update the “Available Products and/or Services” and “Excluded Products and/or Services” provisions.

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. Review these provisions carefully as they have changed.

Supplement 4 replaces the original CMAS and the previous supplements in their entirety.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer’s or publisher’s warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

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

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the [CALPIA website](#). A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

**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 pages 26 through 35 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

**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-Act Global
- Brand-Bentley
- Brand-Quick Crete
- Brand-Tandus
- Building-Prefab Structure-Medical
- 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**

This CMAS provides for the purchase, warranty, removal, disposal, preparation, installation, maintenance, and repair of park and playground equipment, commercial flooring, pre-engineered and prefabricated buildings and structures for storage solutions, hardware and tools, heating, ventilation, and air conditioning, energy-efficient lighting, power distribution equipment, complete daycare, preschool and classroom solutions, and signs.

Only the following services are available within the scope of this CMAS:

- Standard Floor Preparation (So Cal)
- Standard Floor Preparation (Sac)
- Standard Floor Preparation (Bay Area)
- Excessive Floor Preparation (So Cal)
- Excessive Floor Preparation (Sac)
- Excessive Floor Preparation (Bay Area)
- Field Repairs
- Removal of Playground Equipment
- Application of Playground Equipment
- Standard Floor Prep
- Toilet Removal
- Turf Removal
- Turf Application (Standard)
- Turf Application (Non- Standard)
- Concrete Curb
- Natural Sod Removal
- Poured-In-Place Removal
- Poured-In-Place Application
- Natural Sod Application
- Poured-In-Place Repair
- Aggregate Base Removal

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

Aggregate Base Application  
Logo Application  
Track Surface Repair  
Track Surface Re-Top  
Track Surface Complete Application  
Track Surface Refresh  
Structural Spray Black  
Structural Spray Color  
Base Mat w/ Structural Spray Black  
Base Mat w/ Structural Spray Color  
Polyurethane Sandwich System  
Polyurethane Full Pour  
Track Maintenance  
Substrate Prep  
Substrate Compaction  
Trenching  
Clear, Grub and Haul  
Staking  
Goal Post Application  
Drainage Application  
Application of Sports Pad  
Application of Playground Pad  
Application of Infill  
Application of Headerboard  
Removal of Existing Surface  
Application of Rubber Playground Tiles  
Standard Synthetic Turf Maintenance  
Premium Synthetic Turf Maintenance  
Application of Asphalt  
Application of Concrete  
Perimeter saw cut  
Application of tree wells  
Application of mulch  
Application of decomposed granite  
Application of irrigation  
Perimeter pip removal  
Asphalt saw cut  
Application of sealer  
Re-grading base  
Application of ramp  
Application of grout  
Scarification  
Application of seeded rock  
Demo Glue Down Carpet / Carpet Tile  
Demo Powerbond Carpet/ Vinyl Backed  
Demo Carpet over Pad  
Demo Sheet Vinyl

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

Demo VCT/LVT  
Demo Rubber  
Skim Coat  
Grind Floor  
Application of Carpet Tile  
Application of Powerbond Carpet  
Application of Carpet Over Pad  
Lift Application of Carpet Tile  
Application of Sheet Vinyl  
Self Cove  
Application of Linoleum  
Heat Weld  
Application of LVT  
Application of VCT  
Application of Rubber Tile  
4" Rubber Base  
6" Rubber Base  
Vinyl Transition Strips  
Moisture Test  
Outside Corner Installation  
Removal of Degraded Seal Coats  
Application of Moisture Barrier  
Demo Ceramic Tile  
Application of HVT  
Expediting Service  
Application of Self- Level Compound  
Application of Ceiling Tiles  
Surface Preparation for Finish  
Application of Lamp Lens  
Application of Tackboard  
Application of Sound Wall  
Application of Thermostats  
Dumpster Service  
Demo Existing Wood Flooring < 5,000sf  
Demo Existing Wood Flooring > 5,000sf  
Install Wood Flooring < 5,000sf  
Install Wood Flooring > 5,000sf  
Install Wood Subfloor < 5,000sf  
Install Wood Subfloor > 5,000sf  
Install Visqueen Vapor Retarder  
Shim Flooring < 5,000sf  
Shim Flooring > 5,000sf  
Slab infill < 5,000sf  
Slab infill > 5,000sf  
Install Threshold  
Install Floor Lids  
Install Vent Cove Base

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule.

Only the following job titles are available within the scope of this CMAS:

Floor Covering Journeyman (So Cal)  
Floor Covering Level 1 (So Cal)  
Floor Covering Level 2 (So Cal)  
Floor Covering Level 3 (So Cal)  
Floor Covering Level 4 (So Cal)  
Floor Covering Level 5 (So Cal)  
Floor Covering Level 6 (So Cal)  
Floor Covering Level 7 (So Cal)  
Floor Covering Level 8 (So Cal)  
Floor Covering Journeyman (Bay Area)  
Floor Covering Level 1 (Bay Area)  
Floor Covering Level 2 (Bay Area)  
Floor Covering Level 3 (Bay Area)  
Floor Covering Level 4 (Bay Area)  
Floor Covering Level 5 (Bay Area)  
Floor Covering Level 6 (Bay Area)  
Floor Covering Level 7 (Bay Area)  
Floor Covering Level 8 (Bay Area)  
Floor Covering Journeyman (Sac)  
Floor Covering Level 1 (Sac)  
Floor Covering Level 2 (Sac)  
Floor Covering Level 3 (Sac)  
Floor Covering Level 4 (Sac)  
Floor Covering Level 5 (Sac)  
Floor Covering Level 6 (Sac)  
Floor Covering Level 7 (Sac)  
Floor Covering Level 8 (Sac)  
Carpenter Journeyman  
Tile Layer Journeyman  
Site Assessment Coordinator  
HVAC Technician  
HVAC Laborer  
HVAC Installer

The ordering agency must verify the following current information about the job titles available in the base schedule at the General Services Administration (GSA) eLibrary:

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

**FIND BASE SCHEDULE PRICING**

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.

If the contractor has products/services available for ordering on GSA Advantage, a 'GSA Advantage' icon will be displayed. By clicking this image link, this will execute a search against GSA Advantage. Depending on the category, whether product or service related, will return either:

- 1) If products, a listing of all products available for the contractor under this contract
- 2) If services, the same document provided under the column Contractor T&Cs/Pricelist by clicking View Contractor Information and then View Contractor Catalog.

**EXCLUDED PRODUCTS AND/OR SERVICES**

The following products and services are not available under this CMAS:

The purchase of Information Technology (IT) hardware  
Non-Information Technology consulting services  
Public works services for State Agencies  
Surveillance Systems  
Security and Detection Systems  
Physical Access Control Systems  
Complete Facilities Maintenance and Management  
Paint Custom Graphics/Letters  
Re-Paint Existing Game Lines  
Court Design Service  
Application of replica plants  
Application of cobble stone  
Application of woodchips  
Application of boulders  
Application of slurry  
Striping -asphalt  
Natural tree - small  
Natural tree - med  
Natural - large  
Application of natural plants  
Application of pavers  
Specialty Equipment Service  
HIC Testing Procedure  
Application of Interior Paint  
Application of Exterior Paint  
Field Surveyor Service  
Application of Window Treatment  
Furniture R&R services  
Application of Retrofit LED Kit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

The installation of energy-efficient lighting  
The installation of power distribution equipment  
The installation of signs requiring electricity  
GMAX Testing Procedure  
Performance Testing Procedure  
Storage Service  
Water Base Wood Floor Refinishing services  
Oil Base Wood Floor Refinishing services  
Sand & Refinish Wood Flooring services  
Patch Wood Flooring services  
Application of Additional Finish Coat  
Paint Basketball Court  
Paint Volleyball Court  
Paint Badminton Court  
Paint Pickleball Court  
Paint/Stain Floor  
Air Cooled Chiller Services – Annual Cost per Chiller  
Water Cooled Screw and Centrifugal Chiller Services – Annual Cost per Chiller  
Water Cooled Magnetic Bearing Chiller Services – Annual Cost per Chiller  
Heat Exchanger Services – Annual Cost per Heat Exchanger  
Air Compressor Services – Annual Cost per Air Compressor  
VFD's and Pump Services – Annual Cost per VFD and Pump  
Air – Water Separator Services – Annual Cost per Separator  
Electric Vehicle (EV) Charging Basic - 240 V - Up to 400A  
Electric Vehicle (EV) Charging Basic - 480 V - 400 to 2000A  
Electric Vehicle (EV) Charging Stations - Level II - 240V  
Electric Vehicle (EV) Charging Stations – Level III - 480V  
Roof Mount Solar Option #1  
Ground Mount Solar Option #2  
Solar Carport Option #3  
Energy Efficiency Assessment I  
Energy Efficiency Assessment 2  
Energy Efficiency Assessment 3  
Flooring Project Manager  
Flooring Site Supervisor  
Flooring Project Coordinator  
Flooring Project Estimator  
Turf Project Manager  
Turf Site Supervisor  
Turf Project Coordinator  
Turf Project Estimator  
Rendering Coordinator  
Procurement Coordinator  
Submittals Coordinator  
Plumber/HVAC/Electrician  
General Laborer Journeyman  
General Laborer Material Handler Level 1

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

Drywall Installer Journeyman  
Communications System Installer  
Plasterer Journeyman  
Quality Control Supervisor  
Safety Coordination Manager  
Construction Project Supervisor  
Project Specification Consultant  
Project Design Consultant  
Cement Mason Journeyman  
Drywall Lather Journeyman  
Operating Engineer Journeyman  
A/V Installer  
HVAC Project Manager  
Installer - Access Systems  
Technician - Access Systems  
Project Manager - Access Systems  
Project Engineer - Access Systems  
EV Installer  
EV Technician  
EV Project Manager  
EV Project Engineer  
Order-Level Materials (OLM)

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**KYA Services, LLC**  
**1800 E McFadden Avenue**  
**Santa Ana, CA 92705-4708**  
**Attn: Lisa Chavez**

**E-mail:     [lisa.chavez@thekeyagroup.com](mailto:lisa.chavez@thekeyagroup.com)**

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

**Contact:   Lisa Chavez**  
**Phone:     (714) 659-6477**  
**E-mail:     [lisa.chavez@thekeyagroup.com](mailto:lisa.chavez@thekeyagroup.com)**  
**Website:   <https://www.thekeyagroup.com/>**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

**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 Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor'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.

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$2,500.

**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.

**PRICE DISCOUNTS**

This CMAS contains dollar volume and prompt payment discounts. See the base schedule for the specific discount percentage.

**EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

**DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

**IRAN CERTIFICATION**

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). 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 and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

CMAS contractor personnel shall have the experience, education, and expertise as defined in the base schedule.

**DELIVERY**

As negotiated between agency and CMAS contractor and included in the purchase order.

**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.

**SHIPPING INSTRUCTIONS**

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

**State agencies 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. This requirement is not applicable to local government agencies.**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

Traffic Management Unit (TMU) approval is not required for any Leveraged Procurement Agreement negotiated by DGS; however, it is recommended that state agencies contact TMU for a freight weight comparison using the Freight Analysis Worksheet on the TMU website, under the “Forms” heading to ensure the state is getting the most reasonable shipping cost.

Note: If shipping charges for purchases weighing less than 100 lbs. appear to be excessive (e.g., \$500 for a 5 lb. package where the shipping charge is a percentage of the cost of the item being purchased), departments are encouraged to contact TMU for help to obtain more appropriate pricing. TMU contact information can be found at the TMU website.

**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, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). 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.

**HOW TO USE CMAS**

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State’s SOW.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select “Find a CMAS Contractor.”
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).

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- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- 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. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

### **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 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 best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

### **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.

### **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 PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

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**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.

a. 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 Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order 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), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must 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 product delivery and service implementation.

**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). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

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

State 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.
- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.



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- For each individual CMAS, 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 State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

#### **4. Amendments to State Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed 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 a Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

#### **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 must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners 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 (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

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**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.

**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.

**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. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

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**WITHHOLD LANGUAGE (SB588)**

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must 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 must provide proof of payment for the work.

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 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.

**PRODUCT SUBSTITUTIONS**

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

**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.

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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 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**

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 per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, 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.

**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.

**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 PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESA) website if you have questions about public works transactions.

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

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Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor 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 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.

**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 visit the [State Contractor's License Board](#) website 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 984827. This is a Class C15 - Flooring and Floor Covering, B - General Building, C-61 / D12 - Synthetic Products, A - General Engineering, and C20 - Warm-Air Heating, Ventilating and Air-Conditioning license that is valid through 06/30/2025.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

Contractors must be authorized providers of the products and/or services they offer under the NSP Items provision.

Agency and 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.

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4. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP products 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 products in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a “clean” install (typically new construction) or to prepare an “unclean” site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services in the base contract) must not exceed the total product cost.
5. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in direct support of 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 and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that 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. Any other item or class of items specifically excluded from the scope of this CMAS.
4. Public Works services NOT incidental to the overall project requirements.
5. Installation Services
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

**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 Universities of California, California State Universities, 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 its procurement policies and regulations.

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PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

**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, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions take 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 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; however, there is no guarantee that every requirement that pertains to all State processes has been included.

**PAYMENTS AND INVOICES**

This CMAS contains prompt payment discounts. See the base schedule for the specific discount percentage.

**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, GC 927. 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 must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must 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:**

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 or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

**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 shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the [CMAS Management Guide](#).

**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.



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**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 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 does not accept the State of California credit card (VISA CAL-Card).

**7. Leasing/Financing**

California State Agencies should use the Golden State Financial Marketplace (GS SMar) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMar program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

**8. Leasing**

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMar and/or Lease SMar). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. 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 SMar Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@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.

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2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), 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 taxable consumables for State accounting purposes.

**OBTAINING COPY OF CMAS**

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS terms and conditions and base schedule are available on the front page of this CMAS agreement.

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 verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

**FEDERAL DEBARMENT**

When federal funds are 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.

**AMERICANS WITH DISABILITY ACT**

To view the [DGS Accessibility Policy](#), please visit the DGS website.

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**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.

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.

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**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**  
**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

<b>Description Of Installation</b>	<b>Estimated Installation Cost (per square yard)</b>
General Office Space New Construction Clean Floor Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$4.00  Modular (Tile) \$4.00
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  Modular (Tile) \$5.00
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  Modular (Tile) \$10.00
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  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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**  
**CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)**

<b>Area To Be Carpeted</b>	<b>Carpet Type</b>
General Office  (Example: General State Offices with No Or Light To Medium Public Traffic)	26-28 Ounce Broadloom, Commercial Grade, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation by Direct Glue Down.  <b>Or</b> 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.
Executive Offices  (Example: Director's Office, Deputy Directors, Agency Personnel)	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.  <b>Or</b> 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.
State Owned Residences	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.
Temporary Buildings Including Mobile And Modular Facilities	20 Ounce Broadloom, Tufted, Commercial Grade, Loop Pile, Branded, Solution Dyed Nylon. Installation By Direct Glue Down.
Very High Traffic Areas (Example: Medium To Heavy Use Public Areas, Airports, College/University Food Service Areas, Dormitories)	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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

**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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

**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.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

**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)

STATE OF CALIFORNIA  
STD. 807 (REV 2/14)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

**SAMPLE C**

**CARPET INSTALLATION REQUIREMENTS**

<b>Requirement</b>	<b>Items Required Yes</b>	<b>Items Required No</b>	<b>Performed By Vendor</b>	<b>Performed By Agency</b>
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.				

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

Requirement	Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency
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) _____ _____				
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 _____				

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**KYA SERVICES, LLC**  
**CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 4**

**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.

**Region 4 Education Service Center (ESC)**

**Contract # R191804**

*for*

Furniture, Installation and Related Services

*with*

**The HON Company LLC**

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the HON Company LLC effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of April 28, 2020 by and between the HON Company LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;



- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
  - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name The HON Company LLC

Address 200 Oak Street

City/State/Zip Muscatine, IA 52761

Telephone No. (800) 466-8694

Email Address HNIGovContractor corp.co

Printed Name David Bizak

Title Vice President, Finance

Authorized signature \_\_\_\_\_

Accepted by Region 4 ESC:

Contract No. R191804

Initial Contract Term May 1, 2023

Region 4 ESC Authorized Board Member

Print Name

Region 4 ESC Authorized Board Member

Print Name

corp.co

Margaret S. Bass

to

Region 4 ESC Authorized Board Member

Date

Date

4/28/2020

4/28/2020





# The HON Company

Solicitation Number 19-18

Request for Proposal (RFP)

by

Region 4 Education Service Center ("ESC")

for

Furniture and Installation



Headquarters  
200 Oak Street  
Muscatine, IA 52761  
800.553.8230

December 09, 2019

Region 4 Education Service Center  
OMNIA Partners  
7145 Tidwell Road  
Houston, TX 77092

RE: RFP for Furniture and Installation; Solicitation Number 19-18

Dear Region 4 Education Service Center:

Enclosed, please find The HON Company's proposal to perform the covered services under the terms of the Furniture and Installation Solicitation Number 19-18.

Over the past 10 years, The HON Company has strategically positioned the OMNIA Partners contract as our leading nationwide public sector cooperative agreement. The HON Company products and services have been an excellent solution for governmental and public entities looking for greater efficiency and economy in procuring furniture. Upon award, The HON Company will continue to promote our exceptional value and the value of the Region 4 ESC/OMNIA Partners Cooperative. We believe that our proposal provides a comprehensive response for the requirements stated in this RFP.

We are confident we have and will continue to support the OMNIA Partners contract as our leading nationwide cooperative agreement. Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Public Sector Sales, will continue to position this contract within our internal sales teams and our authorized dealer partners as the primary tool within our public sector strategy. The success of our leadership team to drive this message forward is evidenced by our strong year over year sales growth under the Region 4 contract.

The HON Company is not merely offering great product solutions but will continue to work diligently towards building a lasting partnership between our organizations. With this proposal, our desire is to demonstrate continued dedication towards Region 4, OMNIA Partners, and our shared customers.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Bizak".

David Bizak  
Vice President of Finance  
The HON Company



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## Tab 1 - Draft Contract & Signature Form

## **APPENDIX A**

### **DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_  
\_\_\_\_\_  
("Contractor") and Region 4 Education Service Center  
\_\_\_\_\_  
("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the  
products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_for\_\_\_\_\_(“RFP”), to which Contractor provided a response (“Proposal”); and

WHEREAS, Region 4 ESC selected Contractor’s Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”) may purchase products and services at prices indicated in the Contract upon the Public Agency’s registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC’s intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days’ (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten(10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
  - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

## CONTRACT

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within ~~the timeframe mutually agreed to by the Vendor and the Purchasing Agency 7 days of receipt of Purchase Order~~. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC

reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the ~~Contractor~~ **party in control of the location** against loss and damage **unless otherwise agreed to by Contractor and Region 4 ESC.** ~~Contractor~~ **The insuring party** agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until **final acceptance delivery into Region 4 ESC control by Region 4 ESC,** it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon **Region 4 ESC's acceptance of non-defective, undamaged, product at the time of delivery final acceptance.**
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
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- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.



- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name The HON Company LLC

Address 200 Oak Street

City/State/Zip Muscatine, IA 52761

Telephone No. (800) 466-8694

Email Address HNIGovContracts@hnicorp.com

Printed Name David Bizak

Title Vice President, Finance

Authorized signature 

#### **Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### **Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Section 14 Delivery, P.4	Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Conforming product shall be shipped within <del>the timeframe mutually agreed to by the Vendor and the Purchasing Agency 7 days of receipt of Purchase Order.</del> If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	acceptable
Appendix A, Section 28 Stored Materials, P.6	Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date.	Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the <del>Contractor party in</del>	acceptable

	<p>An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.</p>	<p><del>control of the location</del> against loss and damage, <del>unless otherwise agreed to by Contractor and Region 4 ESC. Contractor</del> The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until <del>final acceptance</del> delivery into Region 4 ESC <del>control by Region 4 ESC</del>, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon <del>Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery</del> final acceptance.</p>	
Exhibit A, Section 2.2 Pricing Commitment, P.20	<p>Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.</p>	<p><del>Supplier commits the not to exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.</del></p> <p>Supplier commits that price shall be equivalent to other cooperative state and local contracts held by the Supplier, buying the same product mix, for the same geographical areas, under the same terms and conditions.</p>	acceptable
Exhibit B, Section 14 Administrative Fee Payment, P.28	<p>Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via</p>	<p>Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector within 30 days of calendar month end, at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D.</p>	OMNIA Partners and HON will discuss

	<p>Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.</p>	<p>Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.</p>	
Exhibit F, Federal Funds Certifications, Overview P.37	<p>The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. §200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.</p>	<p>The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, <b>when federal funds are utilized on a project. It is the responsibility of the authorized Purchasing Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.</b></p>	noted
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.40	<p>To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request.</p>	<p>To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that <b>when requested prior to offeror's acceptance of an order, offeror will certify its individual products comply to <del>with all</del></b> applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.</p>	noted

	Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.		
Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.40	Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	Offeror agrees that all <b>dealer</b> subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	noted
Amendment 1, Appendix C, Doc #5 – Special Conditions, Federal Requirements, P.9	<b>Federal Requirements</b> If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	<b>Federal Requirements</b> If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding <del>may be</del> <b>is</b> utilized, <b>and Contractor is notified prior to order placement.</b>	noted
Amendment 1, Appendix C, Doc #5 – Special Conditions, 2. Equal Employment Opportunity Item 8, P.10	The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	The contractor will include the provisions of paragraphs (1) through (8) in every <b>dealer</b> subcontract <del>or purchase order</del> unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each <b>dealer</b> subcontractor <del>or vendor</del> . The contractor will take such action with respect to any <b>dealer</b> subcontract <del>or purchase order</del> as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a <b>dealer</b> subcontractor <del>or vendor</del> as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	noted
Amendment 1, Appendix C, Doc #5 – Special Conditions, 3. “During the performance of	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every <b>dealer</b> subcontract <del>or purchase order</del> unless exempted by rules, regulations, or orders of the Secretary of Labor issued	noted

<p>this contract, the contractor agrees as follows: Item 7, P.12</p>	<p>subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."</p>	<p>pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each <del>dealer subcontractor or vendor</del>. The contractor will take such action with respect to any <del>dealer subcontract or purchase order</del> as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a <del>dealer subcontractor or vendor</del> as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."</p>	
<p>Amendment 1, Appendix C, Doc #5 – Special Conditions, Sign-Off, P.23</p>	<p>Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation, as applicable.</p>	<p>Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation-, as applicable.</p>	<p>noted</p>

## Tab 2 - Product/Pricing





Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating	HON 5 Year Warranty	Education	Sooth High-Back Patient Chair
1	\$0 - \$25,000	64.70%	55.40%	53.30%	53.30%	55.30%	53.30%	51.30%
2	\$25,001 - \$75,000	65.70%	56.40%	55.00%	55.00%	56.40%	55.00%	52.30%
3	\$75,001 - \$150,000	67.90%	63.70%	59.60%	59.60%	58.50%	56.50%	54.50%
4	\$150,000 & Above	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
		Product Series	Product Series	Product Series	Product Series	Product Series	Product Series	Product Series
		Abode Systems	210 Vertical Files	10500 Series Laminate Desking	Accommodate	400 Series	SmartLink	Sooth
		Abound Systems	310 Vertical Files	10700 Series Laminate Desking	Adjustable Task/Lab Stools	Assemble		
		Accelerate Systems	510 Vertical Files	34000 Series Desking	Boda	Charge		
		Brigade Pedestals	Brigade Laterals	38000 Series Desking	Cambia (2150/2160)	Circulate		
		Empower	Brigade Shelf File & Overfiles	66000 Series (StationMaster)	Ceres	Client		
		Flagship Pedestals	Brigade Steel Bookcase	94000 Series Laminate Desking	ComforTask (5900)	Contemporary Laminate Occasional Tables		
		Systems Accessories	Brigade Storage Cabinets	Arrange	Endorse	Coordinate Height Adjustable Bases		
			Contain	Between	Flock	Corral		
			Flagship File Centers	Build Tables	Grove	Crio		
			Flagship Laterals	Concinnity	GuestStacker (4030)	Desktop Riser HBXRISER		
			Flagship Storage & Bookcases	Flock	High Density Olson Stacker (4040)	Entire		
			FlameSafe Fire-Resistant Files	Height Adjustable	Ignition	Exposure		
			Fuse	Hospitality	Ignition 2.0	HBTMS		
				Huddle	Invitation (2210)	HVL102		
			Laminate Occasional Tables	Lota (2280)	Motivate	HVL103, HVL105, & HVL108		
			Mentor Desking	Metro Desking	Nucleus	HVL131		
			Metro Desking	Motivate	Pagoda (4070)	HVL151		
			Preside	Perpetual	Park Avenue	HVL171		
			Desking & Table Accessories	Utility Tables	Pillow-Soft (2090/2190)	HVL220		
			Valido Laminate Desking	Voi Laminate & Veneer Desking	Purpose	HVL402		
					Quotient	HVL521 & HVL525		
					Riley	HVL601		
					Seating Accessories	HVL653		
					Skip	HVL712		
					Solutions Seating (4000)	Instigate		
					Solve	Manage		
					Sooth	Mobile Peds		
					Versant	Modular Lounge		
					Volt (5700/5710)	Network		
						Perch		
						Prominent		
						Scatter		
						Tilt		
						TopFlight		
						Torch		
						Validate		
						ValueTask		
						Verse		
						Wave		
						Workplace Tools - Wobble Board, Footrest, Anti-Fatigue Mat, Chair Mats & HVL995 Arms		



Service	Charge
<b>Basic Installation*</b>	Basic Installation/Reconfiguration will be a minimum of \$60 per hour with a not to exceed maximum charge of \$85 per hour. Standard Business Hours (8:00 am - 5:00 pm), Monday – Friday, dock door access and site free and clear for installation
<b>Expanded Installation**</b>	Expanded Installation/Reconfiguration will be a minimum of \$100 per hour with a not to exceed maximum charge of \$350 per hour. Non-Standard Business Hours Monday – Friday, weekends and holidays. Expanded installation also includes, but is not limited to, sites 60 miles over main dealer warehouse, prevailing wage, union labor and major metropolitan areas.
<b>Minimum Installation</b>	Minimum of \$200 per order may apply
<b>Design</b>	Design Services will be a minimum of \$85 per hour with a not to exceed maximum charge of \$125 per hour.
<b>Project Management</b>	Project Management will be a minimum of \$80 per hour with a not to exceed maximum charge of \$200 per hour.
<b>Storage</b>	Not to Exceed \$5/sq ft/month after 30 days



October 28, 2022

Mr. David Bizak  
[hnigovcontracts@hnicorp.com](mailto:hnigovcontracts@hnicorp.com)  
Vice President, Finance  
The HON Company LLC  
200 Oak Street  
Muscatine, IA 52761

Re: Renewal Award of Contract #R191804

Dear Mr. Bizak:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 25, 2022, Region 4 ESC is pleased to announce that The HON Company LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 11, 2019, and subsequent performance thereafter:

**Contract**

Furniture, Installation and Related Services

The contract will expire on April 30, 2024, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Christine Dorantes, at (615) 431-8182 or [christine.dorantes@omniapartners.com](mailto:christine.dorantes@omniapartners.com).

The partnership between The HON Company LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

*Robert Zingelmann*

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Robert Zingelmann  
Chief Financial Officer, Finance and Operations Services

# County Member Board Voting Representative Form

We are asking CCBE county member boards to name their county voting representative who will be attending the CCBE General Breakfast Membership meeting.

CCBE member county boards elect the CCBE officers, adopt the Bylaws, and the Policy Platform during the CCBE General Membership meetings. It is especially important that representatives (one from each county selected by CCBE members in that county) attend CCBE meetings so that the business of the association can occur. Any member of a county board may attend, start action, or take part in debate and discussion at these meetings but only the representatives may vote.

According to the CCBE Bylaws, Article IV, Section 5, there shall be one vote for each member board. Each member board shall select one of its members to be the board representative to vote at CCBE General Membership meetings. A quorum is one-third of member boards that will be defined at the beginning of each membership meeting.

[Sign in to Google](#) to save your progress. [Learn more](#)

\* Indicates required question

Email \*

Your email



Select the county office of education. \*

Choose ▼

The year this will take affect: \*

☐ 2023

☐ 2024

The county board of education wishes to select the following person to serve as the county board representative to vote at the CCBE General Membership breakfast meetings: \*

Your answer

A copy of your responses will be emailed to the address you provided.

Submit

Clear form

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# Information Items



# Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307  
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

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August 31, 2023

TO: County Board of Education

FROM: Dr. Susan Salcido

**RE: Follow-up after interdistrict attendance appeal on August 3, 2023**

Below is a brief summary of follow-up work done after an interdistrict attendance appeal hearing on August 3, 2023. I will explain further at the September 7, 2023 County Board of Education meeting.

- SBCEO contacted the Santa Barbara Unified School District, College School District, and Goleta Union School District to ensure consistency across all districts regarding boundaries.
- Goleta USD removed the list of addresses from its website and is instead using a map of addresses to indicate its attendance boundaries.
- Goleta USD confirmed that all Goleta USD students within its attendance boundaries do matriculate into the Santa Barbara Unified School District.





# Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307  
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • [sbceo.org](http://sbceo.org)

Susan C. Salcido, Superintendent of Schools

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## **Santa Barbara County Board of Education**

### **Personnel reports pertaining to SBCEO personnel, employed by the Santa Barbara County Superintendent of Schools**

The certificated and classified personnel reports are provided to the board as an information item.

#### **Certificated Personnel Report**

Certificated employees are those whose positions require a specific credential issued by the California Commission on Teacher Credentialing.

The certificated personnel report is generated regularly and includes all actions made regarding employment of certificated employees at SBCEO such as appointments and separations.

#### **Classified Personnel Report**

Classified employees are those whose positions do not require a state-issued credential. Since 1975, the Santa Barbara County Education Office has operated a Merit System for the classified service. Merit System law (Education Code § 45240-45320) provides that classified employees are selected, retained and promoted on the basis of merit and fitness, exclusive of discrimination due to actual or perceived race, color, ethnicity, age, religion, political affiliation, marital status, disability, gender, sexual orientation or national origin. The Personnel Commission, composed of three members, is the impartial body authorized by the state to be responsible for implementing and interpreting Merit System rules and adjudicating appeals on those facets of employment within its purview.

The classified personnel report is typically generated monthly and includes all personnel actions affecting classified employees at SBCEO such as appointments, changes to status, and separations.



**Santa Barbara County Board of Education**  
Santa Barbara County Education Office

**Certificated Personnel Report**  
**September 7, 2023**

**Appointments**

**Effective Date**

**Offer of Employment**

Cheney, Candace	Special Day Class Teacher	August 7, 2023
Courtney, Natalie	Special Day Class Teacher	August 15, 2023
Escalante, Elvia	Special Day Class Teacher	August 7, 2023
Jimenez-Santos, Humberto	Special Day Class Teacher	August 7, 2023
Kelly, Hailey	Speech Language Pathologist	August 7, 2023
Montes, David	School Psychologist – Bilingual	August 1, 2023
Perry-Herrera, Dana	Speech Language Pathologist	August 7, 2023
Ramos, Francia	Special Day Class Teacher	August 14, 2023
Reyes, Jonathan	Teacher, Community Schools	August 8, 2023
Santos, Martha	Special Day Class Teacher	August 7, 2023

**Separations**

**Effective Date**

**Resignations**

Guy, Reiko	Coordinator, Special Education Programs	August 25, 2023
Zepeda, Nora	Site Supervisor Lead Teacher	August 11, 2023